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Current Topics.

The New County Court Judge.

MR. SAMUEL MOSS, M.P., barrister-at-law, has been appointed Judge of County Courts on Circuit No. 29 (Chester and North Wales), in place of Sir HORATIO LLOYD, resigned. Mr. Moss was called in 1880.

The Debate on Mr. Justice Grantham.

THE MOTION that the House of Commons "do resolve itself into a committee of the whole House to consider the report of the proceedings on the trial of the election petition for Yarmouth, and the complaints that have been made of the partizan and political character of the conduct during the trial of that petition of Mr. Justice GRANTHAM" was withdrawn, but not until a liberal amount of abuse had been bestowed on that judge. To some extent this was justified, if we may assume that the report of the remarks ascribed to him while attempting to play the part of the judicial wag was correct, and its correctness does not seem to have been disputed. The example of Mr. Justice CAPANBELLS (as previously defined in these columns) is infectious, and Mr. Justice GRANTHAM appears, both when trying the petition and at a dinner given by the Mayor of Yarmouth, to have caught the infection badly and to have made some very silly observations. But this is widely different from corrupt decision on the petition owing to partizan prejudice—that is, to a conscious partiality perverting justice. We have never doubted that the decision was honest according to the lights of the judge, and the withdrawal of the motion means his acquittal on this charge; but we very much fear that his usefulness on the bench is ended.

The Return of Fees on Promotion to the Bench.

A CORRESPONDENT has usefully drawn attention to the question whether a counsel who is promoted to the bench ought to return the fees paid to him in respect of pending matters. We believe there is no rule of etiquette which precludes him from retaining them, and in cases where he has already perused papers and prepared himself to argue cases, there is some justification for

the practice. But in any other case it is difficult to understand on what ground it can be justified, and it is certain that high-minded counsel have refused to adopt it. Our correspondent of last week instanced Vice-Chancellor WICKENS as having returned the whole of his fees, and another example (to which attention has been called by a contemporary) is to be found in Sir JOHN HOLLAMS' Jottings of an Old Solicitor. He says: "I think the first intimation I had of the appointment of Lord SELBORNE as Lord Chancellor was the receipt of a cheque for the fees which had been paid on a brief in the House of Lords. The circumstances of the case might well have been thought to justify a different course. The papers were rather heavy and the question was a difficult one. The appeal had been in the paper for hearing on two days before the vacation, and Lord SELBORNE had been in attendance on both days in the House of Lords ready to argue, and there had been at least one consultation, but the case was not reached before the vacation, in the course of which he became Lord Chancellor. Thus he had much trouble with the case, but he returned the whole of his fees." We submit that such examples as these ought to be followed in future by counsel on being raised to the bench. It will no doubt help towards this end if any of our readers who may be aware of similar cases will inform us of them. The matter is of much importance to suitors, since in the case of counsel in extensive practice the amount of fees paid but not earned is likely to be considerable. We heard some time ago that in one instance they came to something like £4,000.

The Report on Company Law.

THE REPORT of the Board of Trade Committee on Company Law, which has been issued this week, can hardly be regarded as a strong document. The committee are so impressed with the magnitude of company business that they are afraid of interfering in any marked way with the formation and management of companies or with their facilities for borrowing money. "Convinced," they say, "of the beneficial operation of the present company system, we have felt that legislation affecting interests of such magnitude demands great caution, and that, whilst it is desirable by all reasonable means to repress fraud, the utmost care should be taken not unduly to curtail the facilities and advantages under which honest enterprize has for so many years flourished and still flourishes." Considering the enormous losses which the company system has caused, this preliminary blessing by a committee which has been summoned for the work of criticism is perhaps a little needless, and the caution of the committee is carried so far as to render them incapable of recommending changes which in principle they admit to be called for. They propose to extend the power of paying commission for subscribing for shares, but hesitate to allow of the issue of shares at a discount—at any rate on the formation of the company—although it is admitted that the financial result is the same. They will not allow even private companies to be formed with less than seven members, although since *Salomon's case* (45 W. R. 193; 1897, A. C. 22) the requirement of this number has been a meaningless formality. It would be "very desirable," they say, to stop the fraudulent use of debentures to which BUCKLEY, J., called attention in *Re London Pressed Hinge Co.* (53 W. R. 407; 1905, 1 Ch. 576), but it is considered more important to keep undiminished the power of companies to trade with borrowed money than to preserve ordinary trade creditors from glaring injustice. "We think that it would be a mistake to do anything which would, in order to preclude the comparatively small number of fraudulent schemes, detrimentally affect the great body of honest companies carrying on business in the United Kingdom." But why should honest companies object to restrictions intended to place a check upon admittedly dishonest practices? And the committee have nothing to say about the exemption of directors from real responsibility and the use of ornamental names to attract the public. The result is that the interest of the document is largely in the three minority reports which object to the undue power of borrowing enjoyed by companies, to the immunity of directors, and to the fiction of the seven members. "The suggestion," says Mr. EDGAR SPEYER in his minority report on directors, "that men will not so easily accept directorships under such conditions is, it is submitted, no answer. It is not directors who need protection, but the public." But the excessive caution of the committee in respect to companies, and all that pertains to them, gives way just where it would have been serviceable, and the report revives the proposal for the publication of balance-sheets which was rejected by Lord DAVEY's Committee in their report of 1895. There appear to be no grounds for reversing the conclusion then arrived at.

Suggested Amendments of Company Law.

BUT WHILE the committee's dread of interfering with the present company system deprives the report of any great value as an instrument of reform, it contains a number of useful suggestions for the amendment of law in points of detail. Attention is called to the great diminution since 1900 of company registration, though this is more in respect of the amount of capital than of the number of new companies. In 1896 the total nominal capital was 285 millions; in 1905 it was under 109 millions. Of the various causes for this diminution suggested by the committee, the South African War comes first, and then the increase in 1899 of the capital duty, and the stringency of the provisions of the Act of 1900 as to prospectuses. The prospectus has gone very much out of fashion, and, in lieu of this, vendors take up shares *en bloc* and then get rid of them gradually without a prospectus. The committee propose to circumvent this device by requiring every company which does not file a prospectus to file a preliminary statement giving similar information to that prescribed in section 10 of the Act of 1900. But here the halting nature of the report is once more apparent. The committee are not "very sanguine as to the practical usefulness of such a statement." Then why recommend it? Perhaps we do no injustice to the report in saying that its style is a little exasperating. Then again, the great practical difficulties of deciding what are "material contracts" for disclosure in the prospectus is admitted, but the committee cannot agree upon a remedy. All they do is to propose to give the court power to relieve directors against honest mistake. The restriction of underwriting commission in section 8 of the Act of 1900 to companies which go to the public has been found very inconvenient, and this it is proposed to remove, and also to authorize payment of commission by a vendor. It is proposed to alter section 14 so as to require the registration of the unsatisfied amount due under mortgages and charges created before the 1st of January, 1901, which would have required registration if created since, and to extend registration to all mortgages and charges on landed property and book debts; and it is recommended that a creditor should be able to petition for winding up notwithstanding that his debt is not immediately payable. It is further proposed that a distinction shall be introduced between public and private companies. Private companies are not to be excused from filing a balance-sheet, but they would be excused from filing the proposed preliminary statement, and from the *ad valorem* stamp duty on the purchase of property acquired upon the conversion of a business into a company. It is recommended that the ordinary memorandum of association should be curtailed by embodying the common clauses in a statutory schedule, and a new form of "Table A" has been drafted and is appended to the report. Among minor amendments, it is proposed to enable a company to re-issue debentures which have been paid off, thus overruling *Re George Routledge & Sons* (53 W. R. 44; 1904, 2 Ch. 474) and *Re Tasker & Sons* (53 W. R. 247; 1905, 1 Ch. 283); to relax in the case of companies the rule against clogging the equity of redemption; and to enable a contract to take debentures to be specifically enforced: see *South African Territories (Limited)* v. *Wallington* (46 W. R. 545; 1898, A. C. 309).

The Law Society on Company Law Amendment.

MANY OF the suggestions contained in the Board of Trade Committee's Report have already been the subject of criticism by a committee of the Law Society, and the report of the latter committee, which was adopted by the Council, is printed in the appendix to the Council's report for this year. The proposal to distinguish between public and private companies is deprecated as likely to lead to confusion and difficulty. According to the Board of Trade Committee, a private company should be one which consists of not more than thirty members, and which by

its regulations restricts the right of transfer of shares, and also prohibits the increase of members to more than thirty and any invitation to the public to subscribe for shares or debentures. It might be worth while to try to make this workable if the Chancellor of the Exchequer is prepared to give up *ad valorem* stamp duty on private conversions, but otherwise there seems no reason for the distinction. The separation made by the Companies Act, 1900, between companies which go to the public and those which do not has already become established. The proposal to require the filing of a preliminary statement in cases where there is no prospectus finds no favour with the Council, and they face more boldly than the Board of Trade Committee the question of the issue of shares at a discount. After all, the prohibition of such issue is only the effect of judicial decision based upon the scheme of the Companies Act, 1862. The principle has been undermined by the permission to pay underwriting commission upon public issues; this must be extended to private issues, and there seems then to be little reason for retaining the prohibition against issue at a discount. "The Council," so runs the report, "is of opinion that companies should have the greatest freedom to issue their capital upon such terms as they may think fit, provided full disclosure as to the terms of issue is made, and that the power to issue shares at a discount by all companies should be fully recognized, in addition to, and independently of, the power to pay commissions, and that there should be no distinction between original and subsequent issues of capital." The Council are firmly opposed to the compulsory filing of balance-sheets, and consider that if any such provision is introduced, it ought at any rate to be confined to companies having more than fifty members. They do not advocate any change in the law as regards the creation of floating charges, but they approve of the suggestion that full protection should be given to directors, acting in good faith and with reasonable care, from liability in respect of acts arising from mistakes, errors of judgment, or honest inadvertence.

Official Receivers and Secured Creditors.

A LETTER which we print elsewhere raises an important question as to the duty of an official receiver towards a secured creditor who, by reason of his security being equitable, requires the official receiver's assistance in realizing it. The case put by our correspondents is that of a deposit of a life policy with a bank to secure the depositor's overdraft, accompanied by notice to the office, but without any memorandum of deposit. The depositor becomes bankrupt, and the overdraft exceeds the surrender value of the policy. Under these circumstances the entire equitable title is in the mortgagees, but the legal title is in the official receiver, and the office will not pay the surrender value to the mortgagees unless the official receiver concurs in the surrender. Such concurrence can, of course, be compelled if the mortgagees are willing to incur the expense of the necessary legal proceedings. The mere deposit without a written memorandum is evidence of an agreement for a legal mortgage (*Ex parte Wright*, 19 Ves. 255); and the mortgagees are entitled to foreclosure and to an order for an assignment by the official receiver, this assignment to be at the expense of the estate: *Pryce* v. *Bury* (L. R. 16 Eq. 153 n.). What, then, is the duty of the official receiver? It seems to be sufficiently obvious that he ought to concur in the surrender of the policy. The rule applicable to such a case is the same as that laid down for trustees of a valueless equity of redemption. "Trustees of an equity of redemption of lands mortgaged for more than their value may, it is conceived, release the equity of redemption to the mortgagee rather than be made defendants to a foreclosure suit, the costs of which, so far as incurred by themselves, would fall upon the trust estate": Lewin on Trusts (11th ed.), p. 725. No authority is quoted for this, but it has appeared in successive editions and has been acted on, and the convenience of the rule is sufficient justification. The Board of Trade, however, adopt a different course. They know that foreclosure means heavy expense to the mortgagee, while the official receiver can avoid expense by not appearing. Hence, in effect, they offer the mortgagee the choice of either incurring this expense or of paying to the official receiver a purchase price for a worthless equity of redemption. Doubtless this is done in the interest of the unsecured creditors, but none the less it is open to grave objection. The interests of the mortgagee also require to be taken into account, and we should have expected that the Board of Trade would have directed their official receivers to deal with the legal estate under such circumstances in accordance with the wishes of the secured creditor. The unsecured creditors have no beneficial interest in the mortgaged property, and the official receiver is not entitled to create an interest for them at the expense of the mortgagee. If the mortgagee were to refuse to be thus penalized, and were to bring foreclosure, it is not beyond the bounds of possibility that the official receiver would be treated like a trustee whose conduct causes needless litigation and would be required to pay the costs personally. The case, as our correspondent observes, is a striking example of the evils of officialism. The official mind is not proof against conduct which would be regarded as sharp practice in an individual.

The Truck Acts.

AN INTERESTING point under the Truck Acts was recently decided in the King's Bench Division in Ireland in the case of *Dean* v. *Wilson*. Proceedings were taken by the appellant, a factory inspector, against the respondent, the manager of a manufacturing company, for illegally fining a girl employed in the company's mills as a "reeler." The company had for some years been in the habit of paying their reelers at the rate of 1s. 4d. a day or 8s. a week of 55½ hours; but, in order to secure punctuality and regular attendance at the mills, they paid an additional 2s. a week to each reeler who had attended every day and all day during the week. This was called a "bonus," and was not paid to any reeler who was absent for even one quarter of a day during the week. A notice to this effect was posted in the mills. The girl in question had been absent for a quarter of one day during a week; and at the end of the week she received as wages the sum of 7s. 8d. only; a deduction of 4d. being made for the quarter day, and the bonus of 2s. being withheld. The magistrates dismissed the charge on the ground that the 2s. so withheld was not "wages" within the Acts, but merely a premium for punctual attendance. On a case stated, the High Court upheld this decision, holding that the 2s. was not earned any more than was the 4d. for the quarter day during which the girl was absent, and that the company was justified in using this mode of securing punctual attendance at their mills. It was not alleged on behalf of the company that there was any contract between employer and employed with regard to this deduction, to satisfy the requirements of the Act of 1896 in respect to fines deducted from wages. The Act of 1831 defines "wages" to mean "any money or other thing had, or contracted to be paid, delivered, or given as a recompense, reward, or remuneration for any labour done, or to be done, whether within a certain time or to a certain amount, or for a time or an amount uncertain." Now, this so-called "bonus" was, it is submitted, paid for labour done. The mode adopted for the calculation of the amount payable at the end of a week, was intended to secure that the labour done should be done regularly. But the labour having been done regularly, a certain sum became payable for that labour, and that sum, it is submitted, was "wages" within the meaning of the Acts. If the Irish Court is right, it is clear that a door is opened wide for escape from the restrictions of the law on the deduction of fines from wages. If a bonus may be paid for punctuality or regularity of attendance, surely a bonus may be paid for not damaging materials or for not doing any of the things for which fines are inflicted in many large factories under the restrictions contained in the Act of 1896. It can hardly be denied that such a system is contrary to the spirit and intention of the Acts, and we believe that the English courts would hold it to be contrary also to the letter of those Acts.

Nuisance by Noise and Smoke of Motor Omnibuses.

IN CONNECTION with the letter of Sir THEODORE MARTIN to the *Times* of the 7th of July, which appends a complaint (of which "no notice has been taken") to the Commissioner of Police of "the stench, the noise, and the vibration" caused to the inhabitants of Onslow-square "by the passing of motor omnibuses through the western side of the square," it may be well

to inquire what is the legal effect of section 15 of the Motor-car Act, 1903, by which it is provided that "nothing in this Act shall affect any liability of the driver or owner of a motor-car by virtue of any statute or at common law." Vibration, noise, and smoke on the part of a railway company were the grounds of complaint in the celebrated compensation case of *Hammersmith Railway Co.* v. *Brand* (L. R. 4 H. L. 171) (where they were held actionable, but not the subject of compensation), and section 13 of the Locomotives Act, 1861, which is saved from repeal by the Locomotives Act, 1896—the Act which authorizes the use of motor-cars, whereas the Motor-car Act only regulates that use—enacts that "Nothing in this Act contained shall authorize any person to use upon a highway a locomotive engine which shall be so constructed or used as to cause a public or private nuisance; and every such person so using such engine shall, notwithstanding this Act, be liable to an indictment or action, as the case may be, for such use where but for the passing of this Act such indictment or action could be maintained." Full effect was given to this enactment by the Court of Appeal in *Powell* v. *Fall* (5 Q. B. D. 597), where the owner of a traction engine was held liable in an action by a frontager for setting fire to his haystack; and looking to that case and to *Rushmer* v. *Polsue* (1906, 1 Ch. 234), where the increase of noise in a noisy neighbourhood was held actionable, it is possible (though the point is a difficult one, and motor-car law is directed more to the protection of travellers on, than frontagers of, highways) that frontagers might appeal to the law with some prospect of success. The point is of great importance in agricultural as well as urban districts, as both grazing and haymaking suffer greatly from motor-car dust, and if the present law is not strong enough to enable his Majesty's subjects to procure the abatement of the nuisance, we hope it may be strengthened in an amending Bill to be passed before the expiration (see section 21) of the Act of 1903 on the 31st of December next.

Right of Passenger by Tramcar to Break His Journey.

In the case of *Bastable* v. *Metcalfe*, heard by the Divisional Court on the 4th of May, a similar point was raised in the case of a passenger by tramway as in *Ashton* v. *Lancashire and Yorkshire Railway* (1904, 2 K. B. 313), where the journey was by railway. The respondent, a passenger upon the tramways which belong to the Southampton Corporation, was summoned for travelling without paying his fare. It appeared that the respondent boarded the tramcar at a stopping-place called "Above Bar." The conductor, having ascertained that he wished to be taken to "Holy Rood," demanded the fare for the journey. This the respondent refused to pay, and produced for inspection a tram ticket which had been issued by the conductor of the tramcar leaving Shirley on the same day and travelling over the same route as the tramcar previously mentioned. The fare from Shirley to Holy Rood was one penny for the whole distance. The respondent stated that he had boarded a tramcar coming from Shirley to Holy Rood at a stopping-place between Shirley and the junction known as "West Station," and paid for and obtained the ticket which he so produced, and that he alighted at the junction, and having walked to the stopping-place "Above Bar," entered the second tramcar. He contended that, having paid the proper fare and having obtained a ticket entitling him to be carried from the West Station stopping-place to Holy Rood, he was entitled to alight at the junction and complete his journey by the next tramcar. The company, on the other hand, contended that by alighting at the junction and walking to the Above Bar stopping-place, he had broken his journey and had elected to terminate, and had in fact terminated, his journey at the junction. It was not necessary to put the case too high and to contend that, if a passenger rushed out of a car while it was waiting to get a box of matches or a newspaper, this would constitute a termination of the contract, inasmuch as there would then be no intention to discontinue the journey. The decision of the court, which was really founded on common sense and experience, was that the contract was to carry the passenger in one car, and not in a succession of cars, and was not a contract allowing him to get in and out of the car according to his convenience.

Agreement for "a Lease" Without Specifying the Term.

In the case of *Austin* v. *Newham* which came before Kennedy and A. T. Lawrence, JJ., on the 7th of May, a rather curious point was raised as to the construction of an agreement of tenancy. The agreement was as follows: "I agree to let to Alfred John Newham (the defendant) the shop and dwelling-house situated at No. 1A, Swansea-road, Norwich, for a period of twelve months, with the option of a lease after the aforesaid time at the rental of thirty pounds per annum." The defendant entered into possession of the premises under the agreement and refused to give them up at the expiration of the twelve months, claiming to exercise the "option" given by the agreement whatever that option might be held to be. Some months afterwards, the plaintiff brought an action to recover the premises. The defendant claimed that, having regard to the words "at the rental of £30 per annum" in the agreement, he was entitled to a lease for one year after the expiration of the first twelve months. The court gave judgment for the defendant on the ground that the period for which the lease was to be granted was at least one further year. Kennedy, J., indeed, stated that he was inclined to think that the option of "a lease" gave the defendant a right to claim a lease for his life. With great respect to the learned judge, we cannot but think that a lease for life could not reasonably be supposed to have been in the contemplation of the parties. Such a lease in the case of a dwelling-house in a town, is, to say the least, unusual. The surrounding circumstances might have thrown some light on the exact meaning of the option, but they do not appear to have been referred to in the argument before the court. There is much to be said for the suggestion of A. T. Lawrence, J., that what the parties contemplated was that during the twelve months they would come to an agreement as to the period for which the lease was to be granted.

Services Rendered Without Contract for Payment.

The case of *Morley* v. *Makin* (55 W. R. 395) was a case, not of itself of any special importance, but which illustrates the readiness with which work or services are rendered in this country by persons who merely speculate on the chance of being paid, taking the risk whether funds will be collected and appropriated to their demand. The plaintiff was the pastor of a Baptist church; he was elected pastor at a church meeting, and was informed of his appointment by a letter signed by the defendants, the deacons of the church. The letter stated that his salary was 25s. a week, and expressed regret that the income of the church did not warrant anything higher then. The action brought by the plaintiff was for arrears of his salary; and the argument of his counsel, so far as we understand it, was that the defendants acted for an undisclosed principal and were, therefore, personally liable. But this is losing sight of the preliminary question, was there any contract between the plaintiff and the defendants? Those who have dealings with an unincorporated society or association can only expect that the officials with whom they deal will pay them if and when they have received funds wherewith to pay. There is in a large number of cases a presumption in favour of a personal liability, but it should not be forgotten that in many cases the security of a fund may be considered to be greater than that afforded by the personal liability of individuals. We need only refer to the rights of the holders of Colonial Stock or of the policy-holders in companies, who are only entitled under their policies to have their demands satisfied out of the capital stock and funds of the company.

An American Minister on Law Reform.

Mr. Taft, the Secretary of War for the United States, was the chief speaker at the recent annual meeting of the Pennsylvania Bar Association, and in the course of his address made one or two observations which might be listened to with respect in this country. The learned secretary considered that it was most important that the Legislature in framing a law should take care that it was of such a character that, in the nature of things and of the people concerned, it was capable of practical enforcement. The law should be a definite enumeration of rules which the most ignorant could apply to everyday

circumstances in their own line of life, and which an executive of average energy and courage might be expected to enforce. Turning to the administration of justice by the law courts, he asserted, as a general proposition, that everything which tended to delay litigation was a great advantage for the man who had the longer purse. There was nothing so detrimental to the poor man as the right, which if given to him must be given to the wealthiest party, of carrying litigation to the higher court. The useful function of the Supreme Court was not to decide particular cases. Its function should be to give judgment in typical cases. Several Acts have recently been passed in this country, such as the Licensing Acts, which have contained provisions which it has been found exceedingly difficult to enforce, and the opinion is gaining ground that, at all events in civil cases, some restriction should be placed on the right of appeal.

Liability of Father for Illegal Acts of His Children.

A FATHER, having been charged before a metropolitan police magistrate with allowing his child to beg in a public street, answered that the child had acted without his authority. This answer, according to the ancient rules of the common law, would have been a sufficient excuse, but the defendant was reminded that under section 2 of the Prevention of Cruelty to Children Act, 1894, any person who, having the custody, care, or charge of a boy under fourteen or of a girl under sixteen, allows that child to be in any street for the purpose of begging or receiving alms, is liable upon summary conviction to a penalty. This enactment is a step in the same direction as that already taken by the Code Napoleon, which provides that the father, and the mother after the decease of the husband, are responsible for damage occasioned by their children, being minors and dwelling with them.

Words Judicially Interpreted.

WE HAVE frequently referred to the utility of Mr. STROUD'S Judicial Dictionary. The second edition of that work contained definitions of English words and phrases occurring prior to 1901. We understand that a supplement is in course of preparation which will bring them down to the end of the present year. It is important to practitioners that the work should be made as complete as possible; and as some of our readers may have notes of English words and phrases judicially interpreted prior to 1901 which are not to be found in the Dictionary, they will confer a favour if they will send a note of such words and phrases, with references to the cases giving the definitions, to Mr. STROUD, 2, New-court, Lincoln's-inn, W.C., for the purpose of being utilized in the forthcoming supplement.

It is announced that a marble bust of Lord Chancellor Cairns, the work of Mr. Bruce Joy, A.R.A., has been presented by his son, the present earl, for erection at the Royal Courts of Justice. The bust will probably be put into position near that of the late Sir George Jessel on the court corridor.

It appears from the final report of the special Arbitration Committee, to be submitted to the next meeting of the Metropolitan Water Board, that the total costs incurred by the board in connection with the arbitration under the Metropolitan Water Act, 1902, amounted to £142,437 17s. 6d. Those of the water companies amounted to £92,130 7s. 1d. The net payments to the Board of Arbitration amounted to £25,237 7s., but from this total must be taken the sum of £4,221 10s. 4d., fees returned by Sir Edward Fry and Sir Hugh Owen. The total costs of the arbitration amounted to £255,584 1s. 3d. Of the board's costs £74,858 0s. 2d. was for solicitors' bills and £67,579 17s. 4d. fees to expert witnesses.

Mr. F. J. Mote writes to the *Evening Standard* to suggest a remedy for "The Law's Delays." He says: "Now is the time when the hopeful litigant, who, after nine months of worry and expense, is at last expecting 'a judgment,' hears from his solicitor that his case will probably not be reached before November. His temper is not improved by being told that he ought to remain in town with all his witnesses until the beginning of August, on the small chance that judges returning from circuit may try the case just before the Long Vacation. Why should not the Royal Courts have a regular and sufficient supply of judges to try the cases of this great city? I suggest that judges who have served, say, fifteen years should retire to form a reserve, to be called upon to supply the places in the High Court of those away on circuit, trial of election petitions, special commissions, through illness, or for various other reasons. Reserve judges would not have to act for more than two or three months in the year, and the scheme would be adaptable to circumstances. The gain to the public and legal profession would be enormous."

Non-disclosure, Upon the Sale of Land, of a Latent Defect Known to the Vendor.

THE judgment of JOYCE, J., in the recent case of *Carlish* v. *Salt* (1906, 1 Ch. 335), raises a question of legal principle of the greatest importance, upon which, as the writer will submit, the present law, though clearly ascertained by judicial decision, is obscured by the statements made in certain text-books of great and well-deserved reputation. The writer will also be compelled to submit, with the greatest respect, that some of the remarks made by the learned judge in the course of his judgment (though not his actual decision) are opposed to the weight of authority and tend to add to the obscurity just mentioned.

In *Carlish* v. *Salt* a party-wall notice under the London Building Act, 1894, was served upon the defendant, as the owner of a certain freehold house in London, and an award was made in consequence providing that the wall in question should be rebuilt by and at the expense of the party who served the notice, but that the owner of the house should pay his share of the costs of the necessary works, upon their completion, to the party so building. Two days after this award had been made, the defendant entered into an open contract for the sale of the house to the plaintiff, who paid a deposit of £10 per cent. of the price. The defendant did not at the time of the sale inform the plaintiff of the party-wall notice or the award; but these facts were communicated to him about a month after the signing of the contract. The plaintiff thereupon claimed compensation, which the defendant refused to make; and so the plaintiff brought the action claiming rescission of the contract, repayment of the deposit with interest, and payment of the costs of investigating the title. The contention of the plaintiff's counsel was, first, that by section 99 of the London Building Act, 1894, the entire ownership of the wall was vested in the building party until the contribution of the owner of the house should be paid, so that the defendant could not make a good title without the concurrence of a person who was no party to the contract; secondly, that the non-disclosure of the service of the party-wall notice and the award entitled the plaintiff to rescind the contract. JOYCE, J., gave judgment for the plaintiff upon the second ground above stated. The learned judge first pronounced that the party-wall notice and the award constituted a material fact affecting the price to be paid, and in so far as they imposed a liability of uncertain amount at some future time on the owner of the premises, constituted a latent defect, *not in the quality of, but in the title to*, the property, and ought to have been disclosed. Then, after recognizing that "mere non-disclosure on the part of a vendor, apart from circumstances imposing a duty upon him to disclose or inform the other party, does not entitle the purchaser to avoid his contract," the learned judge proceeded to say: "In the case of the sale of a chattel, the law, as stated by BRAMWELL, B., in *Horsfall* v. *Thomas* (1 H. & C. 90, 100), is that if there be a defect known *to the manufacturer*, and which cannot be discovered on inspection, he is bound to point it out. Upon consideration of the authorities, I am of opinion that the vendor of real estate is under a similar obligation with respect to a material defect in the title, *or in the subject of the sale*, which defect is exclusively within his knowledge and which the purchaser could not be expected to discover for himself with the care ordinarily used in such transactions." For this proposition the learned judge cited the opinions of Sir W. GRANT in *Edwards* v. *M'Leay* (G. Coop. 308, 312) and Lord St. LEONARDS in his Law of property as administered in the House of Lords, 654, 655, and the judgment of LINDLEY, J., in *Mostyn* v. *West Mostyn Coal and Iron Co.* (1 C. P. D. 145, 155). He then said: "It is unnecessary for me to decide that there was on the part of the defendant any fraud, even in the sense in which that word is sometimes used in courts of equity, but the defendant concealed, for he did not divulge, *a fact known only to himself which was material to the value of the property*, and in the circumstances it would, I think, to use the language of JAMES, L.J., in *Torrance* v. *Bolton* (L. R. 8 Ch. App. 118, 124) be unconscientious for the

defendant to insist upon availing himself of any legal advantages he may have obtained by the contract, and in particular the retention of the deposit."

The italics in the passages above cited are the present writer's. The first point that strikes a conveyancer is that the decision might well have been placed on the first contention raised by the plaintiff's counsel; for under section 92 of the London Building Act, 1894, the building owner had a right of entry on the house in question and of erecting the wall; and by section 99 the sole property in the wall would be vested in him until the contribution due from the owner of the house should be paid. It seems clear, therefore, that the party-wall notice and award, having this effect, ought to have been stated in the abstract of title; that the defendant was not in a position to make a good title to the entire fee simple of the house without the concurrence of a person who was no party to the contract, and that the plaintiff had for this reason a good right to rescind, according to *Re Bryant and Barningham* (44 Ch. D. 218), which was cited by the plaintiff's counsel.

This being so, however, it appears to be also clear that the fact concealed was a fact material to the title; and the writer would most respectfully say that no fault can be found with the learned judge's decision or judgment, so far as it relates to the nondisclosure of a latent defect *of title*, or of a fact material *to the title*, known only to the vendor and not discoverable by the purchaser by the exercise of any ordinary care or diligence. On this point the writer may perhaps be allowed, for the sake of saving space, to refer to his book on the Law of Vendor and Purchaser, vol. 2, pp. 685 n. (*a*), 742, and the cases there cited.

But with respect to the learned judge's opinion, expressed as above, that a vendor of real estate is under an obligation to disclose a material latent defect known only to himself *in the subject of the sale* or to disclose a fact known only to himself *material to the value* of the property sold, the writer will respectfully submit that it is not borne out by the authorities cited, is in conflict with other authorities not cited, and was not necessary for the decision of the point in question.

Where the learned judge speaks of a material defect in the subject of the sale, as distinguished from a material defect in the title, it is not clear whether he refers to defects of quality (which, indeed, the prior passage in the judgment may seem to exclude) or to defects of quantity—that is, either in the physical contents of the land sold or in the extent of estate therein agreed to be conveyed. It will, therefore, be necessary to discuss the concealment of defects known to the vendor of either kind.

It should first be pointed out that the opinions of Sir W. Grant and Lord St. Leonards and the judgment of Lindley, J., which Joyce, J., cited in support of his proposition, relate solely to material defects *of title*, or the concealment of facts *material to the title*, and do not in any way support the opinion expressed as to defects in the subject of the sale. Then the learned judge seeks to justify his opinion by analogy to the law of sale of chattels. But the *dictum* which he cites, of Bramwell, J., in *Horsfall* v. *Thomas*, applies only to a sale *by a manufacturer* of some article *which is ordered to be made* by him for the buyer, and does not govern the case of the sale of a specific chattel already existing, to which alone the sale of land is analogous.

What, then, is the law with respect to the non-disclosure upon the sale of a specific chattel already existing of a latent defect of quality known to the vendor? It must be admitted that on this point there appears to have been a change of judicial opinion, but it is submitted that the modern law is clearly ascertained. There are certain *dicta* in the Year Books that if a man sell some particular chattel, which he knows to be of bad quality, without disclosing the defect, he is liable in an action on the case (see *per* Godred, Y. B., 9 Hen. 6, 53*b*, pl. 37; *per* Paston, 20 Hen. 6, 35*a*, pl. 4; *per* Frowike, Keil. 91; Vin. Abr. Actions (Case, Disceit), Pb., vol. 1, 560 (2nd ed.)); but compare F. N. B. 94*c*, 1 Rolle Abr. 90, P., pl. 4, where the rule is laid down which ultimately prevailed. These *dicta*, however, are either based upon, or gave rise to, the notion that if a man sold an unsound chattel at the price of a sound article he impliedly warranted that the thing was sound. But this notion was dispersed by Lord Mansfield in *Stuart* v. *Wilkins* (Doug. 18), though in that case it was indeed suggested that if the seller of a thing knows of a latent defect and sells it without mentioning the defect, he does wrong: see Doug. 20 and *n.* This suggestion, it is maintained, has also been discarded from the law, and the present rule is clear that, upon the simple sale (not made for any particular purpose) of a specific chattel already existing, no warranty is implied as to the quality of the thing sold, and the seller is not liable for a latent defect of quality, where there is *no fraud* and *no representation* was made by the seller to induce the buyer to take the thing. The law is so laid down in *Parkinson* v. *Lee* (1802, 2 East. 314, 322-324); *Bywater* v. *Richardson* (1834, 1 A. & E. 508, see p. 518), which shews that there is no remedy for the purchaser of an unsound horse, suffering from a disease undiscoverable by inspection but known to the vendor, unless upon a warranty of soundness; *Barr* v. *Gibson* (1838, 3 M. & W. 390, 399), *Chanter* v. *Hopkins* (1838, 4 M. & W. 399), *Gompertz* v. *Bartlett* (1853, 2 E. & B. 849, 855), *Hill* v. *Balls* (1857, 2 H. & N. 299, 27 L. J. Ex. 45); *Jones* v. *Just* (1868, L. R. 3 Q. B. 197, 202), where it is distinctly stated that "where goods are *in esse* and may be inspected by the buyer, and there is no fraud on the part of the seller, the maxim *caveat emptor* applies, *even though the defect which exists in them is latent and not discoverable on examination*, at least where the seller is neither the grower nor the manufacturer"; *Smith* v. *Hughes* (1871, L. R. 6 Q. B. 597, 604, 607); and *Ward* v. *Hobbs* (3 Q. B. D. 150, 4 App. Cas. 13, 26), where Lord O'Hagan adopted in his judgment the rule laid down in Story on Contracts (s. 644, 5th ed.): "Although a vendor is bound to employ no artifice or disguise for the purpose of concealing defects in the article sold, since that would amount to a positive fraud on the vendor; yet, under the general doctrine of *caveat emptor*, he is not ordinarily bound to disclose every defect of which he may be cognizant, although his silence may operate virtually to deceive the vendee." The law as to the implication of a warranty of quality upon the sale of goods is of course now codified in section 14 of the Sale of Goods Act, 1893; and the proposition that upon such a simple sale as above mentioned of a specific existing chattel the vendor is under any duty to disclose a defect of quality known to himself but not discoverable by inspection, is inconsistent with the terms of that enactment: see Chalmers' Sale of Goods Act (6th ed.), 39. It appears that, on such a sale, the vendor is at most only bound to disclose a defect of this kind if it be such as renders the thing sold positively noxious or dangerous, as where the chattel sold is an animal suffering from an infectious disease or a substance liable to explode or otherwise cause harm: see *Bodger* v. *Nicholls* (28 L. T. 441), *Ward* v. *Hobbs* (4 App. Cas. 13, 24, 26), *Clarke* v. *Army and Navy Co-operative Society* (*Limited*) (1903, 1 K. B. 155). And even in the case of an animal afflicted with a contagious disease, the vendor is not bound to call attention to the defect, if it be expressly sold "with all its faults": *Ward* v. *Hobbs* (*ubi suprà*).

On this point it is maintained that the law is clearly established; but two well-known text-books contain statements to the contrary. In Fry on Specific Performance, s. 708 (3rd and 4th ed.), it is stated that, in the case of a sale of a chattel having a latent defect, there exists an obligation to disclose that defect. For this proposition *Horsfall* v. *Thomas* alone is cited; and we have seen that that case does not support it. And in Leake on Contracts (4th ed.), 237, it is said that "a person knowingly selling a chattel with a material latent defect without disclosing it to the buyer entitles the buyer to avoid the sale, although upon the sale of a specific chattel there is in general no implied warranty against latent defects." For this *Emmerton* v. *Matthews* (7 H. & N. 584) is alone cited; but that case only decides that a salesman in a meat market selling meat unfit for human food, without knowing it to be so, is under no liability, because in such a sale no warranty is implied that the meat is fit to eat: see *Jones* v. *Just* (L. R. 3 Q. B. 197, 202). It is submitted that in this instance these learned writers, whose works are justly held in high esteem, arrived at a wrong conclusion.

To return to the sale of land. It is maintained that in this case the law is exactly analogous to that which governs the sale for no particular purpose of a specific existing chattel. No warranty is implied by the mere sale of land that it is fit for any particular purpose or is of any particular quality, or otherwise

as to its condition: see *Sutton* v. *Temple* (12 M. & W. 52), *Hart* v. *Windsor* (*Ib.* 68), *Keates* v. *Cadogan* (10 C. B. 591), *Wilson* v. *Finch Hatton* (2 Ex. D. 336, 342, 343), *Spoor* v. *Green* (L. R. 9 Ex. 99, 109), *Cavalier* v. *Pope* (1905, 2 K. B. 757, 763, 764). It is true that, with the exception of *Spoor* v. *Green*, these are cases of agreement to lease land, but a contract to lease land is considered to be a sale of the land for the term agreed upon; and the case of a lease is really stronger than that of a sale, since leases are usually taken with the object of using the land in some particular way, as living on it, farming it, or building on it. As to the non-disclosure of any latent defect of quality known to the vendor, it is contended that that is no ground for setting aside the contract, unless (1) there be a warranty or a positive representation that the land is of a quality incompatible with the defect, or the land be sold for some particular purpose incompatible with the defect, or (2) there be a fraudulent misrepresentation on the vendor's part; or possibly (3) if the thing sold be in itself positively noxious, as a house infested with the germs of an infectious disease. And mere silence on the seller's part as to a latent defect known to him, if not accompanied by any active concealment of the defect or active suggestion of the non-existence of the defect, does not amount to fraud. These propositions are, it is submitted, fully supported by the cases of *Cornfoot* v. *Fowke* (6 M. & W. 358), as to which the point is, that if there had been no representation at all by the vendor's agent, there would have been no cause of action (to save space, the writer asks again to be permitted to refer to his book on Vendor and Purchaser, vol. 2, 682 n. (*n*) and 737 n. (*n*) as to this case); *Turner* v. *Green* (1895, 2 Ch. 205), *Greenhalgh* v. *Brindley* (1901, 2 Ch. 324), and *Seddon* v. *North-Eastern Salt Co.* (1905, 1 Ch. 326, 334, 335), a decision of Mr. Justice JOYCE himself. Of these cases, *Turner* v. *Green* and *Greenhalgh* v. *Brindley* are particularly noticeable, because in them not only was the contract not set aside, but its specific performance was actually enforced at suit of a party who had kept silence as to a latent defect of quality which was known to him. It is submitted that the authorities above cited prove that, as regards defects of quality, a contract for the sale of land is not a contract *uberrima fides*, and so avoidable for the mere non-disclosure of the defect; and that Mr. Justice JOYCE's *dictum*, that a vendor of real estate is under an obligation to disclose a material defect in the subject of the sale, if known to him and not discoverable by inspection, cannot be maintained with regard to defects of quality.

It is also submitted that the *dictum* in the last part of Mr. Justice JOYCE's judgment, that the non-divulgence of a fact *material to the value* was a ground for depriving the vendor of the advantages of the contract, is incorrect, unless confined to facts material to the title. It is considered that mere silence on the part of a purchaser of land as to some fact known to himself alone, and enhancing the value of the property, is no ground for the vendor to rescind the contract at law or to resist its specific performance: see *Fox* v. *Mackreth* (2 Bro. C. C. 400, 420). *Turner* v. *Harvey* (Jac. 169, 178), *Walters* v. *Morgan* (3 De G. F. & J. 718, 723), *Coaks* v. *Boswell* (11 App. Cas. 232, 235), *Percival* v. *Wright* (1902, 2 Ch. 421, 426). And the like law must apply to non-disclosure by a vendor of a fact diminishing the value (*Smith* v. *Hughes*, L. R. 6 Q. B. 597, 604), unless, as above stated, the fact omitted to be disclosed be a fact material to the title.

We have seen, however, that the learned judge perhaps intended to limit his *dictum* on the vendor's obligation to disclose a material defect in the subject of the sale to defects of quantity. But it is submitted that even in this case the *dictum* is not correct. What may be called a defect, or rather a deficiency of quantity, occurs when a vendor fails either to deliver possession of, or to shew title to, such an extent of land or estate therein as is described in the contract and thereby promised to be conveyed. In these cases the true reason of the purchaser's right to rescind the contract is, not that he was induced to enter into the contract by a false representation or the suppression of a material fact, but that the vendor has failed to perform an essential stipulation going to the root of the contract—that is to say, that he is unable to deliver the thing he sold. That this is so is shewn by the case of *Re Hare and O'More's Contract* (1901, 1 Ch. 93, JOYCE, J.), where the contract was rescinded for this cause at the purchaser's instance in a vendor and purchaser summons—a proceeding in which the court has no jurisdiction to entertain a claim to rescind the contract for misrepresentation properly so called. T. CYPRIAN WILLIAMS.

Reviews.

Jurisprudence.

ELEMENTS OF LAW CONSIDERED WITH REFERENCE TO PRINCIPLES OF GENERAL JURISPRUDENCE. By Sir WILLIAM MARKBY, D.C.L., Reader in Indian Law at the University of Oxford. Sixth Edition. Clarendon Press.

An excellent example of the method which Sir William Markby brings to bear on legal matters is afforded by the chapter on Securities, in which he first outlines the principles of pledge and mortgage in the Roman law, laying stress upon the introduction of the right to sell and satisfy the debt which came to be considered as of the very essence of the security. He then compares with this the principles of English law, very much to the disadvantage of the latter. The common law courts "can hardly be said to possess any method of giving security over immoveable property, and as to moveable property the law appears to me to be somewhere about in the same state of development as the Roman law at the time of the First Punic War." Apparently, his objection is to the lack of any clearly-defined power of sale; but common law jurisdiction does not now—as indeed the author notes—exist separately from equitable jurisdiction, and he does not perhaps sufficiently observe that the pledgee's power of sale has been affirmed and defined by the Court of Appeal in recent cases: *Re Morritt* (35 W. R. 277, 18 Q. B. D. 222) and *Deverges* v. *Sandeman* (50 W. R. 404; 1902, 1 Ch. 579). The English theory of mortgages may be antiquated, and Sir William remarks that now that equity and common law are united "it is surely unnecessary that the old clumsy forms should be retained." One result is that we have the curious device of mortgages of leaseholds by sub-demise with all the mystery and complication attendant upon the outstanding day. To the student of jurisprudence, who will gain much profit from Sir William Markby's book, these things may seem clumsy, but they have their practical use, and we shall hardly grow out of them until the "legal estate" has ceased to dominate conveyancing.

Principal and Agent.

A MANUAL OF THE LAW OF PRINCIPAL AND AGENT. By JAMES BIGGS PORTER, Barrister-at-Law. Stevens & Haynes.

This small volume contains a summary of the law relating to Principal and Agent, which appears to be correct as far as it goes, and should be handy for the practitioner. The book is, however, very far from being complete, and is marred by several omissions, both in respect of portions of the subject-matter and decided cases. For instance, nothing seems to be said as to the agency of counsel, though solicitors are mentioned. The remarks on powers of attorney might well have been amplified, and two cases are omitted which should have been noticed—*i.e.*, *Elliott* v. *Ince* (1857, 5 De G. M. & G. 475) and *Daily Telegraph* v. *McLaughlin* (1904, A. C. 776). These cases relate to conveyance of property under powers of attorney given by insane persons. Another similar case (*Molyneux* v. *Natal Land Co.*, 1905, A. C. 555) was only completely reported after publication of the book.

Book of the Week.

The Legal Principles and Practice of Bargains with Money-lenders in the United Kingdom of Great Britain and Ireland, British India, and the Colonies; including the Money-lenders Act, 1900 (Annotated), Regulations, Rules, Orders, and Forms; together with Digests of English, Scotch, Irish, Indian, and Colonial Cases, and the Origin and History of Usury. By HUGH H. L. BELLOT, M.A., B.C.L., Barrister-at-Law. Second Edition, Enlarged. Stevens & Haynes.

In charging the grand jury at the Lancaster Assizes, at which only one prisoner was indicted, Mr. Justice Kennedy said that punishment was not simply intended to be a corrective and deterrent to criminals, but to induce them to reform and become useful members of society. While the Discharged Prisoners' Aid Society did something to give those who had fallen a fresh start, much more was required than private effort could accomplish in order to secure their permanent redemption, and prevent them from becoming habitual criminals. He hoped some legislative step might be taken in this direction.

Correspondence.

Official Receivers and Secured Creditors.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The evils of officialism, which are so fully dealt with in the recent report of the Incorporated Law Society, have received an illustration within the last few weeks in our own practice which may be of interest to your readers.

A bank, who are clients of ours, have a customer who deposited with them a policy of insurance on his life to secure his overdraft. There was no legal mortgage or memorandum of deposit, but notice of the deposit was duly given to the life office. The customer became bankrupt, owing much more to the bank than the policy was worth. The bank thereupon applied to the insurance company to accept a surrender, but as there had been no legal assignment to the bank, they required the concurrence of the trustee, who was the official receiver of the district. Application was thereupon made to him to join in a receipt for the surrender money upon payment of his legal costs, but he declined to do this unless he received a portion of the surrender money in addition, and we are informed that the same receiver in another case required one-half the surrender money to be paid him.

We thereupon wrote the Board of Trade stating the facts and asking whether the demand made by the official receiver was supported by the board.

The correspondence which followed is too long to trouble your readers with, but from it we gather the following points:

(1) The Board of Trade doubt whether an effectual equitable mortgage can be created by deposit only without writing.

(2) They do not consider it to be the duty of their official receivers to act upon high principles and facilitate by every means in their power the realization of the whole of a debtor's estate and its distribution, without unnecessary expense, between all creditors (secured and unsecured) according to their respective rights and priorities.

(3) But they do consider that an official receiver is entitled to be paid for parting with a bare legal estate.

(4) And they also think that he is entitled to be paid money for an equity of redemption which (owing to the debt exceeding the value of the mortgaged property) is of no value at all.

(5) It seems to be the official view that an official receiver, unless well paid to act reasonably, is entitled to take advantage of his legal position to deprive an equitable first mortgagee of a part of the priority to which he is entitled by law.

We are glad to say that in our own experience other official receivers, as a rule, take a more reasonable view of their duties, and are willing on payment of law costs to help an equitable mortgagee to realize his security where there is nothing to come to the estate, but if all trustees in bankruptcy are to act on the principles approved by the Board of Trade, no equitable mortgagee of any kind of property will be safe, in case of his debtor's bankruptcy, from exactions by the trustee.

In fact, we shall have in future to advise clients never to lend money except upon a legal mortgage, a course that will be a good deal more beneficial to the profession than to the public.

July 10. A Firm of Solicitors.

[See observations under head of "Current Topics."—Ed. *S.J.*]

Return of Fees by Persons Appointed to Judicial Office.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Many thanks to "An Old Contributor." I gather from what he states that the bar does allow a member to retain fees paid to him before his elevation to the bench—a very scandalous state of affairs.

I was told the other day of a very eminent retired judge who had been paid large fees in connection with an important brief. The solicitor who instructed him having heard rumours of his appointment, went very early to his chambers next morning to obtain a return of the brief and fees. The former was easily obtained, but the counsel could only murmur about the etiquette of the profession when the latter was referred to. In the end the solicitor said, "It is quite clear, Mr. A., that you don't intend to return the fees. Quite what I thought you would do, so I took the precaution of stopping my cheque, and will only now wish you a very good morning."

I fancy your correspondent and I have the same gentleman in mind.

Surely we should bring considerable pressure to bear to make an end of such an immoral custom. If a litigant is poor, it may prove a denial of justice, and, in any event, is not defensible on any conceivable grounds. H. H. Stockdale Ross.

Worthing, July 9.

[See observations under head of "Current Topics."—Ed. *S.J.*]

Division of Brokers' Commission.

[*To the Editor of the Solicitors' Journal.*]

Sir,—We have read the letter in your last issue from "H." and are certainly astounded at the statement made in the first clause, to the effect that "most solicitors" when selling shares or securities halve the brokers' commission. This no doubt raises a large question, and one which has before been discussed in your columns; and we thought that the balance of opinion expressed in such discussions was that most solicitors did not accept such commissions, and that it was considered unprofessional so to do. Certainly in consequence whenever, as has been frequently the case, commission has been offered us we have refused it.

Your correspondent asks for the opinion of your readers on another matter. We should certainly be glad of the opinion of your readers as to whether the statement we have referred to, and which your correspondent "H." so boldly makes, is the general practice, and whether a solicitor ought to accept such commission? If he may, what distinction can really be drawn between the cases of a solicitor accepting half a stockbroker's commission, half an auctioneer's commission, or half a surveyor's fee on reporting for a mortgage?

July 5. C. M. & J.

Solicitors' Charges for Transfers of Shares.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Referring to your note appended to my letter dealing with this subject last week, my remarks were purposely confined to charges, not disbursements; obviously the stamp of 10s. on a transfer could not be covered by the allowance for preparing the deed. This and all other proper disbursements would find their place in any of the cases put by your correspondent "H." Taxing Officer.

July 9.

Points to be Noted.

Conveyancing.

Vendor and Purchaser—Right of Rescission.—Where conditions of sale provide that, in the event of the purchaser insisting on any objection or requisition which the vendor shall be unable, or on the ground of expense shall decline, to remove or comply with, the vendor shall be at liberty to rescind the contract, the vendor cannot avail himself of this right of rescission if he has failed in his duty to make proper disclosure to the purchaser of the nature of the property and of the title; and he is not relieved of this duty because he thinks that the purchaser is aware of some matter which ought to be disclosed, the purchaser being in fact ignorant of it. Hence where a contract did not state any reservation of minerals, but the abstract shewed that the minerals had been reserved upon a previous grant, and the vendor believed that such reservation, being common in the district, was known to the purchaser, the insistence by the purchaser upon a delivery of a supplemental abstract to the minerals did not justify the vendor in rescinding; and under the compensation clause in the contract he was bound to complete and allow the purchaser compensation.—Re Jackson and Haden's Contract (C.A., Feb. 6) (54 W. R. 434; 1906, 1 Ch. 412).

Vendor and Purchaser—Right of Rescission.—Under such a condition as that referred to above, the vendor is not justified in refusing to comply with a requisition arbitrarily—that is, without any reasonable cause—and if his refusal is of this nature he cannot exercise his right to rescind the contract. The title of a trustee vendor depended upon whether a deceased tenant for life had left any child. The purchaser inquired for the names and addresses of any children who survived her, and for the dates and places of birth, in order that a certificate of birth as to some surviving child might be obtained. The vendor's solicitor gave the names of the children, but declined to give any further information, on the ground that it was unnecessary. In fact, he had not all the information in his possession, though he knew the address of one child and the address of the solicitor who acted for the others. The purchaser continued to press for the information. It was held that the refusal was arbitrary within the above rule, and that the vendor was not entitled to rescind.—Quinion *v.* Horne (Farwell, J., Feb 15) (54 W. R 344; 1906, 1 Ch. 596).

In the House of Commons, on the 5th inst., in reply to Mr. E. Wason, the Attorney-General said he quite recognized the greater facility of decision afforded by the Scottish system of jury trials; but he feared that, notwithstanding those advantages, the people of this country preferred their own ancient system, which, if it erred at all, erred in the direction of maintaining the presumption of innocence and preserving liberty. Those were objects with which he entirely sympathized.

Cases of the Week.

Court of Appeal.

WHITEHOUSE *v.* **HUGH.** No. 2. 4th July.

VENDOR AND PURCHASER—BUILDING SCHEME—ROADWAY—POWER TO VARY PLANS—DEDICATION—CUL-DE-SAC.

This was an appeal from a decision of Kekewich, J. (reported 54 W. R. 294; 1906, 1 Ch. 253). The action was brought, first, for an injunction to restrain the defendant from building on a certain roadway adjoining the plaintiff's premises in contravention of a building scheme adopted by the Birkbeck Freehold Land Society in 1878 and generally from blocking up the roadway so as to interfere with the plaintiff's right of using the same as a means of access to his premises, and, secondly, for an injunction to restrain the defendant from building on the roadway so as to obstruct the plaintiff's ancient lights. The plaintiff was a market gardener and carried on his business at 19, Mackenzie-road, Beckenham, having purchased the freehold from Mr. C. G. Chamberlayne in August, 1885. At the time of this purchase the land on the north-western boundary of the plaintiff's boundary was laid out as a roadway leading from Mackenzie-road to a level crossing on a branch line of the London, Chatham, and Dover Railway. In July, 1879, Mr. Chamberlayne purchased from the land society plots 350, 351, and 352, forming part of the Beckenham Park Estate, which was laid out under the building scheme above referred to, and on plot 352 and part of plot 351 he built the plaintiff's house. On the plan annexed to the conveyance the roadway in question was marked as a vacant space between lots 352 and 355. This conveyance was made subject to certain conditions and stipulations, and by the ninth condition the vendors reserved to themselves the power of allowing a variation in the plans and conditions. The roadway above referred to had been roughly made up by the land society many years ago, but it had never been metalled. It was little used, and of late years it had become overgrown with grass. It followed the line of a track which was continued on the other side of the railway, and which led, after crossing the railway, to a meadow to which there was no other means of access for carts and horses, and it was used as an accommodation road by the owners and occupiers of this meadow. In 1894 the land society purchased this meadow and laid it out as a building estate, and by an arrangement entered into with the railway company they released the company from maintaining the level crossing. Accordingly in 1896 the railway company removed the gates at the level crossing and substituted a high iron fence without any gate. In 1897 the land society erected a wooden fence at the Mackenzie-road end of the roadway in question, and conveyed the plots occupied by the roadway to the defendant's predecessor in title, Mr. Willard; and since that date there had been no means of communication between Mackenzie-road and this roadway except a gate in the fence, which was kept locked, and the key of which was in the possession first of Mr. Willard and afterwards of the defendant. In July, 1904, the defendant purchased from Willard 21, Mackenzie-road (which was built on plot 355) and the two adjoining plots, 353 and 354, over which the roadway passed, and in November, 1904, he began to build two houses on these two plots and to dig up the roadway with the object of laying the foundations of these houses. The plaintiff complained that the defendant by so building was depriving him of his enjoyment of the roadway and threatened and intended to deprive him of the light and air coming over the roadway to his premises, and in particular he complained that the interference with the light coming through his scullery window on the ground floor and through the glass panels and fanlight of his hall door would, when the defendant's buildings were completed, constitute an actionable nuisance. As regards the digging up of the roadway, upon which the action was mainly founded, the plaintiff alleged, first, that the building scheme of 1878 was binding on the land society and on all persons claiming through them, and that it was part of the scheme that the roadway marked on the plan should always remain a roadway; and, secondly, that the roadway had been dedicated by the land society to the use of the public. Kekewich, J., was of opinion that no representation had been made by the society to the plaintiff that there was a road or that the vacant space in question should remain vacant; that, having regard to the ninth condition, the plan was not binding on the society; that the evidence of user was extremely weak; and there was no evidence of active dedication to the public. On the question of dedication, therefore, his lordship was of opinion that the plaintiff's case broke down; and he accordingly gave judgment for the defendant both on the question of access and of interference with the plaintiff's ancient lights. The plaintiff appealed.

THE COURT (VAUGHAN WILLIAMS, ROMER, and FLETCHER MOULTON, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—This case has been argued at considerable, but I do not think unnecessary, length, because it is a case of great importance to the appellant, and also one which did raise difficult questions both of fact and of law, but I think that the decision appealed from was quite right. I may say generally that the appellant has based his case on three different grounds. First he based his case upon the plans, and he relied on the plans as shewing that there was a road and making such a representation to those who came to purchase plots that those who framed the plans could not go back from them. The answer to that contention is that that might have been true if it had not been for the fact that the ninth condition, subject to which the appellant took his conveyance, gave the Birkbeck Land Society an absolute power to alter the scheme by closing this road. I am not sure whether this ninth condition gave the society power to make any alteration whatever in the scheme, such as what counsel for the appellant called in the course of his argument a radical alteration, but it at any rate covers the closing of this road. The next point is as to user. On this I agree with the conclusion arrived at by Kekewich, J. It is not necessary for me to go through the learned judge's summary of the evidence on this point, which is set out on p. 263 of the Law Reports, and appears to me to be absolutely right. The only remaining point is as to dedication. I agree that if you look simply at the evidence given by the secretary to the building society, it would appear that the society in dealing with this estate did do some things which were evidence of dedication. But there are two answers to that. One is that all that is only some evidence of dedication. If there had really been any dedication, and dedication of the sort suggested, it would have affected an enormous number of people. The road has been blocked up, but neither the authorities who represent the public interest in roads have raised any objection, nor has any one else except the appellant, and it is clear that no one regarded the society's acts as a dedication. It is also clear when one looks through the pleadings in the action that this suggested dedication by the acts of the society was somewhat of an afterthought. The appeal must be dismissed.

ROMER and FLETCHER MOULTON, L.JJ., concurred.—COUNSEL, *E. Todd; P. O. Lawrence*, K.C., and *Cozens-Hardy*. SOLICITORS, *Wynne Evans; Rubinstein & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **BARRY'S TRUSTS. BARRY** *v.* **SMART.** No. 2. 9th July.

DIVORCE—SEPARATION DEED—ALIMONY—DEDUCTION OF INCOME TAX—INLAND REVENUE—INCOME TAX ACT, 1842 (5 & 6 VICT. c. 35), ss. 102, 103—INCOME TAX ACT, 1853 (16 & 17 VICT. c. 34), s. 40.

This was an appeal from a decision of Kekewich, J. The facts of the case will be found fully reported in 54 W. R. 448; 1906, 1 Ch. 768, and it is sufficient to state here that a divorce suit was compromised by the parties agreeing upon a deed of separation whereby it was referred to an arbitrator to determine the amount of the wife's alimony. The arbitrator, the late Mr. Inderwick, K.C., made his award, which provided that the husband should pay £450 a year to the wife for her life by way of alimony or maintenance in addition to the sum of £150 already secured by a prior deed, and should pay a further sum of £40 a year for the maintenance of each of the children. The husband by a supplemental deed covenanted to pay these annual sums to trustees in trust for the wife. The husband claimed to deduct income tax from the wife's allowance and upon an originating summons taken out by the wife for the purpose of determining the validity of the husband's claim, Kekewich, J., held that the allowance was payable less income tax.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MOULTON, L.JJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J.—In my opinion the decision of Kekewich, J., in this case is absolutely right on every point, and it would only be wasting time to go seriatim through the arguments which have been addressed to us on behalf of the appellant.

ROMER, L.J.—I am of the same opinion. There are no serious legal grounds for this appeal.

FLETCHER MOULTON, L.J.—I agree.—COUNSEL, *Beddall; P. O. Lawrence*, K.C., and *E. Ford; Norman*. SOLICITORS, *Booth & Sons; Harcourt, Sons, & Rolt*.

[Reported by L. T. FORD, Esq., Barrister-at-Law.]

KEMP AND ANOTHER *v.* **BAERSELMAN.** No. 3. 7th July.

CONTRACT—CONSTRUCTION—ASSIGNMENT OF BENEFIT OF PERSONAL CONTRACT—PERSONAL CONTRACT, WHAT IS.

Appeal from from Channell, J., sitting without a jury. By an agreement dated the 24th of March, 1904, and made between H. Baerselman of the one part and G. H. Kemp of the other part, it was agreed (1) Baerselman agrees to supply and Kemp agrees to accept all the fresh shell eggs . . . that he shall require for manufacturing purposes for one year from the 1st of April, 1904, to the 1st of April, 1905. . . . (3) The said Baerselman agrees to deliver all shell eggs . . . to either Kemp's London factories free of charge and all goods for Kemp's Cardiff depôt free on rail or boat. (5) During the continuance of this agreement or so long as the said Baerselman shall continue to supply sound fresh eggs satisfactorily to the said Kemp, the said Kemp undertakes not to purchase eggs from any other merchant, but should Baerselman be unable to supply eggs of stated quality then Kemp shall be at liberty to replace from other sources, debiting Baerselman with market difference if any. At the time the contract was made Kemp had two London factories and one at Cardiff. On the 28th of July, 1904, a company, George Kemp (Limited), was formed, which took over the businesses of G. H. Kemp and also a business known as the National Bakery Co. (Limited). The consideration paid to G. H. Kemp for the purchase of his businesses was in fully-paid shares of the company. The purchase by the company included the full benefit of all pending contracts made by G. H. Kemp. The business of one of the London factories was transferred for the purpose of economy to Brewery-road, where the business of the National Bakery Co. (Limited) had been carried on. Kemp managed the business of the company. On the 15th of September the defendant, having been fully informed of the formation of the company, refused by letter to continue the contract (although Kemp was willing to give his personal guarantee for payment) on the ground that Kemp's personal interest in the business had ceased, and that he, the defendant, was not bound to supply the company, who were no party to the contract. Kemp and George Kemp (Limited) (Kemp suing on his own behalf and on behalf of the company) as plaintiffs sued the defendant for damages, and Channell, J., found that there had been no novation, but holding that the defendant was bound to supply the requirements of Kemp's business, looking to Kemp for payment,

gave judgment for the plaintiffs, damages to be assessed in respect of the requirements of one London factory and the Cardiff depôt during the currency of the contract, but in respect of the factory that had been transferred to Brewery-road only up to the date of transfer. The defendants appealed, and the plaintiffs brought a cross-appeal on the ground that the learned judge was wrong in not finding that they, the plaintiffs, were entitled to damages for the non-supply of eggs required by the whole business of the company. Counsel for the appellants contended that there was no contract with the company, and therefore they could not sue upon it. The contract still subsisted with Kemp if he had any requirements for his business, but he had no business—he had parted with every atom of interest in it. The contract was a personal one. This was more clearly shewn by clause 5 of the contract, for if the company bought their eggs elsewhere, the defendants, it was not disputed, would have no remedy; it would have been otherwise if there had been a novation, but the judge found that there had been none. The respondents relied upon the case of *Tolhurst* v. *Associated Portland Cement* (1903, A. C. 414), but that case turned solely on the facts. Counsel for the respondents contended that the business was still practically Kemp's business, as he held the whole of the share capital, and all that had taken place was an enlargement of the business. The contract was not a personal contract, where, of course, the benefit would not be assignable. Clause 5 would bind the company, because the company would be the assigns of the business: *Tolhurst's case*.

THE COURT (Lord ALVERSTONE, C.J., GORELL BARNES, P., and FARWELL, L.J.) dismissed the cross-appeal and allowed the appeal, on the ground that the contract was personal to Kemp, both on the construction of clause 1—"that he shall require for manufacturing purposes"—and by reason of clause 5, for on any other construction the benefit that clause 5 gave to the defendants would be lost, there having been admittedly no novation.—COUNSEL, *Scrutton*, K.C., and *Herbert Jacobs*; *Hamilton*, K.C., and *Macoun*. SOLICITORS, *Rowe & Maw*; *Carr, Tyler, & Overy*.

[Reported by MAURICE N. DUCQUER, Esq., Barrister-at-Law.]

LEWIS (Appellant) *v.* BAKER (Respondent). No. 3. 5th July.

LANDLORD AND TENANT—NOTICE TO QUIT—YEARLY RENT PAID QUARTERLY—THREE MONTHS' NOTICE—EXPIRATION OF NOTICE.

Appeal by the plaintiff in an action tried before Jelf, J., to recover possession of certain premises, to which defendant pleaded that the notice to quit was bad. By an agreement in writing, dated the 1st of June, 1901, one Morris let to the defendant Baker certain licensed premises known as The Carpenters Arms, Mountain Ash, Glamorgan, from the 13th of May, 1901, "until such tenancy shall be terminated as hereinafter mentioned" at the yearly rent of £70 clear of all deductions except land and property tax, to be paid by equal quarterly payments on the 13th of August, the 13th of November, the 13th of February, and the 13th of May in every year, the first payment to be made on the 13th of August, 1901; and the tenant agreed to keep the premises in repair and to apply for and procure a renewal of all necessary licences; and there was a clause enabling the landlord to eject the tenant if the latter was convicted of an offence through which the licence was indorsed. The agreement further provided that "it shall be lawful for either of the parties to determine the tenancy hereby created by giving to the other of them three calendar months' notice in writing for that purpose." There was also a covenant that the lessee should not assign, underlet, or otherwise part with the possession of the said premises, or any part thereof, except in the ordinary course of his business as an innkeeper. On the 11th of May, 1903, Morris gave the defendant notice in writing to terminate his tenancy as and from the 13th of August, 1903. On the 12th of February, 1904, Morris assigned his interest in the premises to the plaintiff Lewis, the appellant in this court, who sought by the action to recover possession of them. Jelf, J., gave judgment for the defendant. On behalf of the appellant it was submitted that the tenancy not being a tenancy from year to year had been properly terminated by the notice which had been served on Baker by Morris on the 11th of May, 1903. On the other hand, it was contended that in the circumstances of the present case it was unreasonable to treat this tenancy as one which could be terminated at any time by three months' notice, because the tenant had to pay rates and do all the repairs and also to apply for the renewal of the licences. Yearly rent unqualified raised the presumption of a yearly tenancy, and the three months' notice mentioned in the agreement must be given in the case of a yearly tenancy so as to expire on the 13th of May in any given year. By specifying the quarter-days the parties contemplated a payment of rent on each of them, and the words "until such tenancy shall be determined as hereinafter mentioned" were equivalent to "terminable as hereinafter provided"—namely, by a notice in writing given three months previous to the anniversary of the day on which the lease began.

THE COURT (Lord ALVERSTONE, C.J., GORELL BARNES, P., and FARWELL, L.J.) dismissed the appeal, holding that Jelf, J., was right in construing the lease as being one for a yearly tenancy terminable only on a three years' notice being given by either party expiring with any year of the tenancy.—COUNSEL, *J. R. Atkin*; *J. Eldon Bankes*, K.C., and *E. Gibbs Kimber*. SOLICITORS, *Simmons & Simmons*, for *W. J. Shipton*, Mountain Ash; *Kimber & Edwards*, for *J. W. Evans*, Aberdare.

[Reported by EASKINE REID, Esq., Barrister-at-Law.]

DEVONALD *v.* ROSSER. No. 3. 4th July.

MASTER AND SERVANT—CONTRACT OF EMPLOYMENT—NOTICE—IMPLIED TERM OF CONTRACT—LACK OF EMPLOYMENT—CUSTOM TO SHUT DOWN WORKS.

This was an appeal by the defendant from the decision of Jelf, J., and raised an important question as to the right of employers in the tinplate trade to stop their works without notice. It appeared that in July, 1903, the plaintiff was in regular employment at the defendant's works as a rollerman, being paid by piecework. One of the terms of the contract (as contained in the first of the printed rules applicable to the defendant's works) was that no person should quit or be discharged from the works without giving or receiving twenty-eight hours' notice, such notice to be given on the first Monday in any calendar month, before twelve o'clock at noon. Another rule, No. 11, provided that any workmen in the various departments of the works would, when required by the manager or agent, perform such duties as may be deemed necessary in case of emergency, other than the special work he may be engaged in. The plaintiff claimed to receive six weeks' wages, from the 20th of July, 1903, to the 31st of August, 1903. It happened that owing to a breakdown in machinery the defendants were unable to find employment for their rollermen during that period and they had closed their works during that period. On the 3rd of August, 1903, a notice in writing was posted up at the works that all contracts between employers and employed would cease in twenty-eight days from that date, but the defendants had ceased to provide employment for the plaintiff since the 20th of July. In the circumstances he claimed to recover six weeks' wages, though he had not done any work during that period, and Jelf, J., gave judgment in his favour for that amount. On behalf of the appellant it was contended that there was no implied condition in the contract providing that the master should find a reasonable amount of work, but even if there was the custom had been proved which enabled the master to shut down when there was no work. Counsel cited *R.* v. *Welch* (2 E. & B. 357), *Williamson* v. *Taylor* (5 Q. B. 175), and *Whittle* v. *Frankland* (31 L. J. M. C. 81). Counsel for the respondent was not called upon.

THE COURT (Lord ALVERSTONE, C.J., GORELL BARNES, P., and FARWELL, L.J.) dismissed the appeal.

Lord ALVERSTONE, C.J.—I agree that the court has to find that by the contract between the parties there was an implication raised, as in the words of Bowen, L.J., in *The Moorcock* (14 P.D, at p. 83), where he said: "In business transactions such as this what the law desires to effect by such implication is to give such business efficacy to the transaction as must have been intended, at all events, by both parties, who are business men; not to impose upon one side all the perils of the transaction or to emancipate one side from all the risks of failure. The effect of the appellant's arguments is that if a master *bonâ fide* decides that during the next twenty-eight days—or, to take the outside limit, some fifty-six days—his business is not likely to be profitable he could give a notice the effect of which would be to discharge his men at once. I think that the implication which ought to be drawn from rule 1 is that the master will find a reasonable amount of work for his men to do up to the limit of the twenty-eight day's notice. I do not say that such things as breakdowns may not affect the obligation, but I do not think that the contention by the employer that he could not make tin plates at a profit would be a sufficient circumstance to justify the virtual shutting down of the works, and I think that it is reasonable that the master should be called upon to look forward for twenty-eight days as to the probable course of business. If the custom contended for had been established it might have qualified the obligation, but none of the things necessary to establish a custom existed here. It is impossible to say that when it depends upon the will of the employer or on the circumstances of the particular trade whether the works should be shut down or no that there was a custom to shut down in those cases. The custom has not been established and the appeal must therefore be dismissed.—COUNSEL, *Bankes*, K.C., and *W. D. Benson*; *S. T. Evans*, K.C., and *Bailhache*. SOLICITORS, *T. D. Jones & Co.*, for *David Randell & Saunders*, Swansea; *J. T. Lewis*, for *James & Thomas*, Swansea.

[Reported by ALAN HOGG, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re **OTTO ELECTRICAL MANUFACTURING (1905) CO. (LIM.).**
Buckley, J. 3rd July.

COMPANY—WINDING UP—NOT ENTITLED TO COMMENCE BUSINESS—SUPPLY OF GOODS—CONTRACTS—COMPANIES ACT, 1900.

The above company was incorporated in May, 1905, with a capital of £75,000 divided into £1 shares. No shares in it were allotted, and it never became entitled to commence business. A resolution was passed in October, 1905, that it should be wound up voluntarily. Mr. A. C. M. Jenkin made a claim in the liquidation for a sum of £240 for office furniture which he had ordered for the company and paid for, and which was used to furnish the company's office. He also claimed for the travelling expenses of persons coming to London for the company which he had paid. The liquidator contested these claims on the ground that under section 6 (3) of the Companies Act, 1900, contracts made by a company before the date at which it was entitled to commence business were not binding upon it until that date. It was contended on behalf of the claimant that the section was not intended to apply to such expenses as these, which were preliminary, and incurred not in the course of business but with a view to future business.

BUCKLEY, J.—The word "provisional" in section 6 (3) means that the contract is to be read as if it contained a provision that it shall not be binding on the company unless and until the company is entitled to commence business. This company never did become entitled to commence business, and any contract made by the company was provisional, and not binding on it. Mr. Coldridge argues that there are some contracts

which are not entered into for the purpose of carrying on business, but are what he calls "preliminary" expenses, incurred with a view to the future carrying on of business. I think that the argument is unsound. A company of this kind has no purpose of existence other than the carrying on of its business; and every contract which it enters into must be a contract entered into for the purposes of its business in some form or other; whether it is preliminary or final, or one in the course of carrying on its business makes no difference. Under a previous system of legislation there was what was known as "provisional" registration and "complete" registration. I think that the sub-section is intended as a return to some extent to the provisions which were contemplated by that system of legislation. The intention is that if the company never becomes entitled to commence business, nobody shall be able to say that he can sue the company in contract. Mr. Jenkin claims upon the ground that expressly or by implication the company promised to pay him for the furniture if he would pay the dealer for it. Of course that is contract. The other claims are of a like kind. He cannot be heard to say that there is such a contract. The claim must be disallowed.—COUNSEL, *A. F. Peterson; Ward Coldridge.* SOLICITORS, *Lowndes & Son; G. T. B. S. Thurnell.*

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

NEWTON *v.* **HUGGINS & CO. (LIM.).** Neville, J. 21st, 22nd, 25th, and 26th June.

PARTY-WALL—TENANTS IN COMMON.

Witness action. The plaintiff in this action was the owner in fee simple of certain premises known as No. 274A, Uxbridge-road, Ealing. They consisted of four dwelling-rooms, built over an archway, and were bounded on the western side by a public-house which belonged to the defendant company and was called The Half-Way House. While rebuilding the public-house the defendant company pulled down part of the wall which divided the plaintiff's premises from their own. The plaintiff alleged that owing to this and to the general want of care and skill with which the building operations were carried out his premises had suffered serious damage. He also alleged that the dividing wall, part of which had been pulled down, was a party-wall. It appeared in evidence that this wall was an 18-inch wall from the ground to the first floor (*i.e.*, under the archway), and 13½ inches from the first floor upwards. The wall had been built up again by the defendants. For the plaintiff it was submitted that the wall was a party-wall, and that it was held in divided moieties by the plaintiff and the defendant company as tenants in common and could not be pulled down by one co-tenant without the permission of the other; alternatively they submitted that if the wall were the defendant company's the plaintiff had an easement in it. For the defendant it was argued that the wall was wholly on defendant's ground and that a wall can only be taken to be held in undivided moieties where there was no evidence to the contrary. The following cases were cited in argument: *Cubitt* v. *Porter* (8 B. & C. Rep. 257), *Wiltshire* v. *Sidford* (1 M. & Ry. 404), *Watson* v. *Gray* (28 W. R. 438, 14 Ch. D. 192), *Weston* v. *Arnold* (22 W. R. 284, 8 Ch. 1084), *Hughes* v. *Percival* (31 W. R. 725, 8 A. C. 445), *Black* v. *Christchurch Finance Co.* (1894, A. C. 49), *Drury* v. *Army and Navy Co-operative Society (Limited)* (44 W. R. 560; 1896, 2 Q. B. 271), *Matts* v. *Hawkins* (5 Taunt. 20), *Corbett* v. *Hill* (9 Eq. 671), *Layburn* v. *Gridley* (40 W. R. 474; 1892, 2 Ch. 53, 59), *Knight* v. *Pursell* (27 W. R. 817, 11 Ch. D. 412), and *Standard Bank of British South Africa* v. *Stokes* (26 W. R. 492, 9 Ch. D. 68).

NEVILLE, J., said in this case the plaintiff and defendants were owners of adjoining premises. The defendants had been minded to rebuild their premises, and the plaintiff alleged they had caused a subsidence in that part of his property which adjoins the public-house. He found that on the evidence the plaintiff had not established the damage to his premises, or at any rate the damage proved was too insignificant to be noticed in a court of equity. As to the question of the ownership of the wall, he had come to the conclusion that the wall involved was the wall of the defendants. It seemed to him that it was the external wall on that side of the defendants' premises. As regards the upper part of the wall—the 13-inch wall which was built on to the 18-inch wall—he thought that was a party wall, and, if so, it was of no importance whether it was held by the defendants as tenants in common or whether it was, in the words of the third proposition of Fry, L.J., in *Watson* v. *Gray* "a wall which belongs entirely to one of the adjoining owners, but is subject to an easement or right in the other to have it maintained as a dividing wall between the two tenements." He was of opinion that the common ownership applied to the wall only so far as it enclosed the premises of the plaintiff, as was the case in *Drury* v. *Army and Navy Co-operative Society*. If that were so, then the plaintiff in this case would have no right to complain of interference. *Corbett* v. *Hill* showed that when other property was interposed the right to the *solum* was limited to the extent to which the premises protrude, therefore plaintiff's rights were confined. Having regard to the evidence the plaintiff could not say that the defendants had acted without due care and skill. It was impossible for him to say, in face of *Hughes* v. *Percival*, that one of the owners was bound to indemnify his co-owner so long as the use was not in excess of his rights. Although he could not agree, as had been argued, that *Cubitt* v. *Porter* went the length of deciding that any one might pull down a party-wall provided he intended to rebuild it, but was of opinion that there might well be an action by one common owner, yet on the evidence in this particular case he did not think the plaintiff ought to succeed, and the action would therefore be dismissed with costs.—COUNSEL, *C. E. E. Jenkins*, K.C., and *W. H. Draper; W. H. Upjohn*, K.C., and *J. F. W. Galbraith*. SOLICITORS, *W. W. Bond; Coldham & Birkett.*

[Reported by R. E. V. BAX, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **PILLING.** *Ex parte* **SALAMAN.** Bigham, J. 9th June.

BANKRUPTCY—POWER OF TRUSTEE TO COMPROMISE CLAIMS—APPLICATION BY TRUSTEE FOR DIRECTIONS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), S. 57, SUB-SECTION 6; S. 89, SUB-SECTION 3.

Application by the trustee in bankruptcy for directions. The trustee with the sanction of the committee of inspection proposed to sanction the compromise of a claim subsisting between the bankrupt and other persons. The bankrupt, who alleged that if the claim were enforced there would be a surplus after payment of creditors in full, was strongly opposed to the compromise, and had threatened the trustee with proceedings if the compromise were carried out. The trustee to protect himself applied to the court for directions. The bankrupt appeared to oppose any sanction of the compromise.

BIGHAM, J., refused to give any directions. The trustee with the sanction of the committee of inspection had gone carefully into the matter and proposed to compromise the claim, as he had the power to do under sub-section 6 of section 57 of the Bankruptcy Act, 1883. The matter was eminently one for the trustee and the committee to decide, and as they had come to the determination to compromise the claim, the court would not go into the facts, and no directions would be given.—COUNSEL, *Clayton; Lush*, K.C., and *Carrington*. SOLICITORS, *A. J. Benjamin; W. Fiske.*

[Reported by P. M. FRANCKE, Esq., Barrister-at-Law.]

Societies.

The Law Society.

We continue from p. 597 our extracts from the report of the Council:

The Society's Lectures and Classes.—The reorganised system of legal education continues to make satisfactory progress. Last year the highest recorded entry for any term was 132. In the corresponding term of this year the entry was 146. The scheme of scholarships alluded to, as contemplated in last year's report, was inaugurated by the election of eight scholars in November last, full particulars having appeared in the society's *Gazette* and other publications. Each scholarship is of the annual value of £50, and is tenable on condition of pursuing a course of legal studies to the satisfaction of the Council. Though originally awarded only for one year, the scholarship may be renewed until the expiry of three years. It is possible, therefore, for a scholar, in addition to the distinction of success in the competition, to obtain his legal education practically without expense to himself. As a test of intelligence the oral examination has been found to be of great value. This year's scholarships examination will be held in June and July. In connection with the requirements of the elected scholars, but as part of the general development of the society's system of teaching, a system of advanced classes has been added to the previous provision for the requirements of the average articled clerk. The London LL.B. class has been held throughout the year. The Legal Education Committee has devoted attention to the subject of the society's grants to provincial centres, and their report, which has been adopted by the Council, is set out in the appendix.

New Sessions House, Old Bailey.—In the year 1896, when the rebuilding of the Old Bailey was in contemplation, the Council placed themselves in communication with the City authorities, and submitted for their consideration that the arrangements made for the accommodation of the legal profession on the court floor should exclude the general public as far as possible, so as to admit of better access to the courts, and also that provision should be made for a reading and writing room for solicitors, as well as a lavatory and a room in which a caterer could provide luncheons. They are pleased to be able to report that the architect has been able to give effect to the Council's recommendations.

Colonial Solicitors Act, 1900.—Since the issue of the annual report for the year 1905 Orders in Council have been made applying the Colonial Solicitors Act to the State of Victoria, the Transvaal Colony, and the Province of Bengal.

Land Transfer Acts.—Conferences between the Council and representatives of the Associated Provincial Law Societies and the Yorkshire Union of Law Societies took place before the date of the Parliamentary election, and arrangements were made for submitting to Parliamentary candidates questions intended to elicit their views and where practicable to obtain pledges to oppose extension of the system to the provinces, and intended also to enable the Council to form some idea whether the new House of Commons would favour a return to the system existing before the Act of 1897 under which landowners registered or not as they thought most to their advantage. The questions were put in the London boroughs by selected constituents under arrangements made by the Council. In the country the arrangements were in the hands of the Provincial Law Societies. Having regard to the technical nature of the subject, and the difficulty of placing it before non-professional candidates in an intelligible form, the result of the inquiries was decidedly satisfactory. The Council are assured that there are a large number of members in the present House of Commons favourable to a reconsideration of the compulsory clauses of the Act of 1897. Two cases have been decided during the year which illustrate very clearly what the Council have always asserted—viz., that so far from registration preventing fraud it tended in some respects to facilitate it, and that the insurance fund was illusory. In the case of *Marshall* v. *Robertson* (50 SOLICITORS' JOURNAL 75), land was conveyed to a purchaser by a person holding himself out as owner, who had, in fact,

exercised only casual acts of user in respect of the land. The purchaser at once registered himself as owner with a possessory title, and subsequently obtained an advance by production of his certificate, the lenders taking a registered charge in respect of their loan. An action was brought for a declaration of his title by the person claiming as real owner of the property, and for rectification of the register by removal of the names of the holders of the charge and of the registered proprietor respectively. Warrington, J., in ordering rectification of the register, said: "It seems to me that it is that registration of a possessory title with the power of producing the certificate of registration which has done all the mischief in this case, which has induced the defendants to lend their money, which they will now as a result of this judgment lose. I think it right to point that out, because it does seem to me to illustrate very forcibly the danger which registration of a possessory title introduces." In the case of *Attorney-General* v. *Odell* (22 T. L. R. 466), a Mr. Odell, who, it is admitted, acted throughout in entire good faith, took what purported to be a transfer of a registered charge. He presented it at the registry, paid his fees, and was registered as owner. The transfer was in fact forged; Mr. Odell's name was removed from the register, and he claimed against the indemnity fund. The registrar allowed his claim, and this was confirmed by Kekewich, J., but the Court of Appeal held that Mr. Odell had "caused or substantially contributed to his loss by his act, neglect, or default" within the meaning of the Act, and had no claim on the indemnity fund. The case also illustrates the small value of the notices issued by the registry. Notice was sent to the true owner of the charge that a document purporting to bear her signature had been presented for registration, but she happened to be away from home, and found the notice waiting for her on her return some days afterwards, when the forged transfer had been registered. Reference may also be made to the case of *Attorney-General* v. *Church Army* (22 T. L. R. 428), illustrating the expense landowners may incur by reason of untenable objections raised by the registrar, and to the case of *Re J. W. Clark* (*Deceased*) (54 W. R. 385), from which it will be seen that the conveyancing counsel to the court declined to accept an absolute title without some investigation. The City Solicitor, by the instructions of the Law and City Courts Committee of the Corporation of London, has transmitted to the Council particulars of the result of the inquiries recently instituted by the corporation as to the effect of the working of the Land Transfer Act so far as regards compulsory registration in the City, from which it appears that replies have been received from persons in almost every walk of life being property owners and lessees who have been compelled to register their holdings, and that they are almost unanimously of opinion that land registration does not simplify transfer or save time, trouble, or expense; that no advantage has accrued to them from registration; that they are not in favour of the compulsory provisions of the Act being continued, but that they are in favour of their being suspended, leaving owners free to register or not, as they find most to their advantage. On the motion of Mr. James Rowlands, M.P., hon. secretary to the Land Law Reform Association, the Government has agreed to grant a return for the years 1903-4-5 of the work of the Land Registry similar to the returns, promoted by the Council, which were made annually from 1899 to 1902, and afterwards refused. A Royal Commission has been appointed to consider the question of registration of title in Scotland, and the Council have placed their information at the disposal of the Incorporated Society of Law Agents in Scotland, and have offered to give evidence.

Conveyancing Bills.—As members are aware, the Council have had in hand for some time past the drafts of Bills to amend the Conveyancing Acts, the Settled Land Acts, and the Married Women's Property Act on lines as to which there was a general agreement among conveyancers. There has not been an opportunity of introducing them in previous years, but they have now been introduced by Lord Davey and are being considered by a Select Committee. Since the Bills were printed the Council have received several suggestions, which they have carefully considered. Such of them as the Council think advisable have been submitted to Lord Davey for inclusion in the Bill.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 11th inst., Mr. Richard Walter Tweedie in the chair. The other directors present being Sir George Lewis, Bart., and Messrs. W. C. Blandy (Reading), A. Davenport, C. Goddard, J. R. B. Gregory, Samuel Harris (Leicester), W. G. King, C. G. May, R. Pennington, J.P., R. S. Taylor, and J. T. Scott (secretary). A sum of £651 was distributed in grants of relief, forty-four new members were admitted to the association, and other general business was transacted.

On the 6th inst. the reports of amendments to the Conveyancing Bill, Settled Land Bill, and the Married Women's Property Bill were agreed to by the House of Lords.

The ninth meeting of the Bankruptcy Law Amendment Committee was held on the 9th inst., at the Royal Courts of Justice, Mr. Muir Mackenzie (the chairman) presiding. Evidence was given by Mr. Thomas Marshall, of Leeds, registrar of the Leeds County Court and president of the County Court Registrars' Association.

We regret to hear of the death of Mr. Richard Amer, formerly law publisher and bookseller, of Lincoln's-inn-gate, Carey-street, W.C., on the 7th inst. The business at Carey-street was founded by his father, Mr. William Amer, in 1848. Mr. Richard Amer succeeded his father in 1878. He retired in 1900 in ill-health, and for several years had been an invalid.

Legal News.

Appointments.

Mr. T. Cato Worsfold, solicitor, of the firm of Wainwright & Co, 9, Staple-inn, W.C., has been appointed Commissioner in England for Deeds, &c., for the States of Montana, Idaho, Florida, Illinois, Vermont, Minnesota, North Carolina, Maryland, Texas, Missouri, and New Hampshire.

Mr. Edward Horsman Coles, barrister-at-law, has been appointed Conveyancing Counsel to the Admiralty in succession to Mr. Francis Phipps Onslow, who has recently resigned.

Sir Joseph Turner Hutchinson, Chief Justice of the Supreme Court of Cyprus, has been appointed Chief Justice of the Island of Ceylon.

Changes in Partnerships.

Dissolutions.

William Charles Greenop and William Charles Greenop, jun., solicitors (Greenop & Son), 2, Talbot-court, Gracechurch-street, London. June 30. [*Gazette*, July 6.

Arthur William Berney Drummond and Harry Drummond, solicitors, (Drummonds), Croydon. June 30. The said Arthur William Berney Drummond will henceforth practise at No. 58, North-end, Croydon, as aforesaid, in partnership with Alick Cavill Mutter, under the style or firm of Drummonds.

Charles Paas Farlow and Richard Stephens Jackson, solicitors (Farlow & Jackson), Ingram-court, 167, Fenchurch-street, London; Greenwich, and Sittingbourne. May 31.

William Henry Oliver and Freeman Archibald Grant Haynes, solicitors (Oliver & Haynes), 61, Carey-street, Lincoln's-inn, London. June 30. The said William Henry Oliver will continue to carry on business at the above address in his own name; the said Freeman Archibald Grant Haynes will continue to carry on business at No. 4, Stone-buildings, Lincoln's-inn, instead of No. 61, Carey-street aforesaid. [*Gazette*, July 10.

General.

It is announced that Mr. William James Cullen, K.C., has been appointed Sheriff of the counties of Fife and Kinross, in the room of Mr. R. T. Younger, K.C., deceased.

Swiss women have "captured," says the *Evening Standard*, some of the most important official posts in the country of recent years. Mlle. Brustlien has just been appointed to the important post of judge's clerk at the cantonal court of Zurich, and is the only one of her sex in the world who occupies such a post. Mlle. Nelly Favre recently passed her examinations as a solicitor, and has already a large practice in Geneva.

On the 7th inst. Lord Justice Vaughan Williams said he had an announcement to make with reference to a change in the time of the sittings of the court, of which he hoped due notice would be taken; it was that on Monday, the 9th inst., and on the following Mondays this court would sit at 10.30 instead of at 11 as heretofore, and that on the other days of the week, excepting Saturday, they proposed to sit at 10 o'clock; and thus by adding half an hour a day to these five working days he hoped they might be able to dispense altogether with Saturday sittings, instead of alternate Saturdays as heretofore. He believed it would be very much to the convenience of counsel, solicitors, litigants, and every one concerned with the business of the courts if this court were not to sit at all on Saturdays; and by beginning the sittings a little earlier on five other days this desirable result might be obtained.

It is understood, says the Parliamentary correspondent of the *Times*, that the Recorders, Stipendiary Magistrates, and Clerks of the Peace Bill, introduced without comment by Mr. Herbert Samuel, on behalf of the Government, enables a deputy who has been appointed to perform the duties of a recorder, stipendiary magistrate, or clerk of the peace, in cases where the officer is unable to act through absence, illness, or other similar cause to perform temporarily the duties in cases also where a vacancy occurs through death or other cause, or if no deputy has been appointed, enables a person to be temporarily appointed for the purpose. Great inconvenience arises from time to time through the want of such a provision in the law. The Bill also repeals and re-enacts the previous Act relating to the appointment of deputies of these officers in cases where those officers are not capable themselves of appointing deputies.

Referring to the announcement recently made by Lord Justice Vaughan Williams, a writer in the *Globe* says, that the length of the judicial day has often been altered. "If," Sir Harry Poland has written, "some of the old judges who were accustomed to sit at eight in the morning till past midnight were to know of the present sittings from 10.30 to 4, would they not think that the lawyers of the present day were a degenerate race?" Sir John Hollams gives, in his Jottings of an Old Solicitor, a number of striking instances of judicial powers of endurance. "The courts at Guildhall sat, when I first recollect, at half-past nine in the morning, and frequently until late in the evening," he writes. "I have several times been in court at Guildhall until ten or eleven o'clock at night. I well recollect a special jury action being called on before Lord Campbell at

twenty minutes to six on a very severe night before Christmas. Lord Bramwell, on our side, and Mr. Justice Shee on the other, joined in protesting against commencing the case that night. Lord Campbell merely said, 'Swear the jury,' and he tried the case out that night although it took several hours." Sir John Hollams suggests, without any reference to to abolition of the Saturday sittings, that, "an extra hour, or even an extra half-hour, would be a great advantage to the suitors in witness actions."

In the case of *Wenham* v. *Wenham*, before a Divisional Court of the Probate Division sitting to hear appeals under the Summary Jurisdiction (Married Women) Act, 1895, counsel took the preliminary objection that, owing to the magistrates' clerk having omitted to take any notes of the defence put forward before the justices, this court had no means of considering the merits of the case. Counsel on the other side pointed out that an affidavit had been filed supplementing the notes, and setting out an almost *verbatim* report from a local newspaper of what had occurred. Mr. Justice Bargrave Deane said: That will not do at all. It is not evidence of what occurred before the justices. This court has already laid it down over and over again that it is the duty of magistrates' clerks to take a full note of all the evidence in these cases. How can this court do justice between the parties if it only has before it the evidence on one side? It is clear "contempt" to treat the court in such a way. Mr. Justice Bucknill added: It is not a question of "supplementing" the note; here there was a full note of the wife's case and none at all of the husband's. If this sort of thing was allowed to go on magistrates' clerks might take down as little as they liked and trust to the newspaper reports being accepted by the court. This court was, however, of the opinion that cases should come before it strictly in proper legal form, and that magistrates' clerks must not take upon themselves to omit any part of their duty. It was not for them to decide what they should take down and what they should omit.

A meeting was held last week at the Westminster Palace Hotel, under the auspices of the Liberty and Property Defence League, "to consider the immediate effect of the Land Tenure Bill upon landowners and others, and its ultimate effect upon all property and all contracts." Lord Wemyss, who presided, said he had been informed that 239 Bills had been brought into the House of Commons this session, nearly every one of which sought to limit individual freedom, and to destroy or make less secure the rights of property. The Hon. Percy Wyndham moved the following resolution: "That this meeting protests against the Land Tenure Bill as subversive of the principle of freedom of contract which is so vital to the welfare of the country, and authorizes the appointment of a committee to watch the further stages of the Bill in Parliament with a view of ensuring the insertion of such amendments as will preserve the security of proprietary rights and prevent the creation of a system of dual ownership, as provided in Clause 5—a system which, if once accepted, would be equally applicable to houses and shops as to agricultural holdings." He said that the great body of the tenant farmers did not require the Bill. It was the offspring of a small clique in the Central Chamber of Agriculture and of one or two members of Parliament. If it passed into law we should have dual ownership, and Lord Carrington had said that he would sooner lose his right hand than see dual ownership in land in this country. The resolution was carried unanimously. Mr. W. McBain (president Glasgow Landlords' Association) moved that the following gentlemen should constitute the committee: The Hon. Percy Wyndham, Lord Sherborne, Mr. C. F. Ryder, Mr. J. L. Luddington, Mr. George Blencowie, Sir Robert Gresley, Sir Richard Temple, and Mr. J. F. Mason, M.P. Lord Ebury seconded the motion, and stated that if the House of Lords permitted the Bill to pass in anything like its present shape, the sooner that House gave way to a more effectual Second Chamber the better for the interests of the country.

Winding-up Notices.

London Gazette.—Friday, July 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

Edward Fairlamb, Limited—Creditors are required, on or before Aug 22, to send their names and addresses, and the particulars of their debts or claims, to Joseph Carr, 26, Mosley st, Newcastle upon Tyne. Hoyle & Co, Newcastle upon Tyne, solors for liquidator

Griffiths & Avins, Limited—Creditors are required, on or before Aug 6, to send their names and addresses, and the particulars of their debts or claims, to Mr Ernest Edward Sparshott, 71, Colmore row, Birmingham Botteley & Sharp, Birmingham, solors for liquidator

Joseph T Firbank, Limited—Petn for winding up, presented July 2, directed to be heard July 17. Nicholson & Co, 24, Coleman st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 16

Kirkup Mineral Water Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 11, to send their names and addresses, and the particulars of their debts or claims, to Thrale Coulson Martin, E, Milburn House, Dean st, Newcastle upon Tyne

Linney Mill Co, Limited—Creditors are required, on or before Aug 4, to send their names and addresses, and the particulars of their debts or claims, to Mr James Edward Myott, 2, Waterloo st, Oldham Wrigley & Co, Oldham, solors to liquidator

Pedoin Small Arms Corporation, Limited—Creditors are required, on or before Aug 15, to send their names and addresses, and the particulars of their debts or claims, to Edward Wells, 66, Coleman st Pakeman & Read, Ironmonger ln, solors for liquidator

Mrs Pomeroy, Limited (in Voluntary Liquidation)—Creditors are required, on or before Aug 4, to send their names and addresses, and the particulars of their debts or claims, to A E Tilley, 8, Staple inn, Holborn

Sculpture and Carving Syndicate, Limited—Creditors are required, on or before Aug 16, to send their names and addresses, and the particulars of their debts or claims, to Sholto Henry Wood, 73, Basinghall st. Williams, King William st, solor for liquidator

London Gazette.—Tuesday, July 10.

JOINT STOCK COMPANIES.

Limited in Chancery.

Alfred Goater, Limited—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Robert Rhodes, 18, Low pvmt, Nottingham

Fowey Steamship Co, Limited—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to John Henry Sampson, 2, Green st, Truro Bennetts, Truro, solor for liquidator

London Commercial and Chippiegate Bank, Limited (in Liquidation)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to James Lake, 31, Fore st. Baylis & Co, Fore st, solors for liquidator

Monsovian Rubber Co, Limited—Creditors are required, on or before Aug 25, to send their names and addresses, and the particulars of their debts or claims, to Ernest Clarke Myring, 14, Regent st. J B & F Purchase, solors for liquidator

Nigeria Properties, Limited (in Liquidation)—Creditors are required, on or before Aug 7, to send their names and addresses, and the particulars of their debts or claims, to Charles Harrison Mounsey, 6, Old Jewry. Jones & Co, Cornhill, solors for liquidator

Smith White & Co, Limited—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts, claims, or demands, to A Cleaver, 25, Victoria st, Westminster

Swan Smokeless Fuel Co, Limited—Petn for winding up, presented July 3, directed to be heard at the Town Hall (Crown Court) Swansea, on July 25. Edward Harris, 3, Fisher st, Swansea. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 24

W H Dent & Co, Limited—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Herman Hoekmeyer, 42, Sackville st, Manchester. Phythian & Bland, Manchester, solors for liquidator

County Palatine of Lancaster.

British and Continental Timber and Stave Co, Limited—Petn for winding up, presented June 30, directed to be heard at St George's Hall, Liverpool, July 23. Hull & Co, Liverpool, solors for petners; London agents, Rawle & Co, Bedford row. Notice of appearing must reach the above-named not later than one o'clock in the afternoon of July 21

Court Papers.

Supreme Court of Judicature.

Rota of Registrars in Attendance on

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Farwell.
Monday, July 16	Mr. R. Leach	Mr. Beal	Mr. Pemberton	Mr. Greswell
Tuesday 17	Godfrey	Carrington	Jackson	Church
Wednesday 18	Carrington	Beal	Pemberton	Greswell
Thursday 19	Beal	Carrington	Jackson	Church
Friday 20	Jackson	Beal	Pemberton	Greswell
Saturday 21	Pemberton	Carrington	Jackson	Church

Date	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.	Mr. Justice Warrington.
Monday, July 16	Mr. Godfrey	Mr. W. Leach	Mr. Farmer	Mr. King
Tuesday 17	R. Leach	Theed	King	Farmer
Wednesday 18	Godfrey	W. Leach	Farmer	Church
Thursday 19	R. Leach	Theed	King	Greswell
Friday 20	Godfrey	W. Leach	Farmer	Theed
Saturday 21	R. Leach	Theed	King	W. Leach

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

Last Day of Claim.

London Gazette.—Friday, June 29.

Aston, Hannah, Small Heath, Birmingham July 28 Chinn & Nichols, Birmingham

Barrow, Rosamond Hester Elizabeth, East Molesey July 9 Fladgate & Co, Craig's ct, Charing Cross

Bray, Charlotte Frances, Salisbury July 31 Dangerfield & Blythe, Craven st, Charing Cross

Bright, Isabella, Boundary rd July 31 Langhams, Bartlett's bldgs, Holborn circus

Brutnell, William, Nottingham July 7 Spencer, Nottingham

Cadell, Mary, Cheltenham Aug 10 Winterbotham & Co, Cheltenham

Cadett, Emma, Grove ln, Camberwell Aug 1 Morice & Strode, Serjeants' inn, Fleet st

Chetwode, Sir George, Oakley, Staffs Aug 1 Warren & Upton, Market Drayton

Clarke, Thomas Meadows, Richmond Aug 11 Frank Richardson & Sadlers, Golden sq

Claudet, Frederic Just, Coleman st Aug 10 Scadding & Bodkin, Gordon st, Gordon sq

Coupland, Sarah, Hemswell, Lincs Aug 1 Iveson & Son, Gainsborough

Day, Harvey Francis, Haverstock Hill July 21 Bird & Bird, Gray's Inn sq

Deane, Charles Courtenay, Ealing Common, Solicitor July 31 Barber & Son, St

De Costa, Isaac, Brighton, Licensed Victualler July 31 Howlett & Clarke, Brighton Swithin's ln

Fison, Katherine, Torquay July 31 Watson & Co, Bradford

Freeman, Augustus Pebbe Williams, Margate July 28 Rooper & Whately, Lincoln's inn fields

Goddard, Joseph, Brentford July 31 Ruston & Co, Victoria embankment

Godwin-Austen, Frederic, Lieutenant 24th Rgt of Foot, South Wales Borderers Aug 1 A F & R W Tweedie, Lincoln's inn fields

Grierson, Ann, Hayton, Cumberland July 28 S & H S Cartmell, Carlisle

Hadfield, Thomas, Hazel Grove, Chester July 30 Fletcher, Hazel Grove

Hall, William Frederick, Peckham, Timber Merchant July 21 Wood, Finsbury sq

Harris, William George, Tonbridge July 28 Robinson, Strood

Harter, Charles, Wilton pl July 17 Pontifex & Co, 86 Andrew st, Holborn circus

Hicks, Lucy Anne, Sidmouth, Devon July 25 Robbins & Co, Strand

Hume, Joseph, York Aug 1 Cobb & Son, York

Huxtable, William Henry, Ilfracombe, Solicitor July 30 Blackmore, Ilfracombe

Kerr, Lucy Ann, Stone Chair Shelf, Halifax July 23 Perkins & Hind, Bradford

Leatham, Edmund, New Ferry, Chester, Builder Aug 4 Lamb & Co, Birkenhead

Manwaring, Charles Wollaston, Ilkley, Yorks July 28 Baxter & Co, Doncaster

Money, John, Summertown, Oxford Aug 1 Walsh & Co, Carfax, Oxford

Montgomery, Right Hon Lady Charlotte Elizabeth, Lowndes sq July 27 Capel-Cure & Ball, Clement's inn, Strand

Moore, Elizabeth, Lauderdale mans, Maida Vale July 23 Britton, Soho sq

Nicholls, Caroline, Southport Aug 25 Ash, Stoke upon Trent

Oldfield, Marian Howard, Samos rd, Anerley July 31 Benest, Watling st

PALMER, WILLIAM CHARLES, Harpenden, Herts July 31 Hunter, Lincoln's inn fields
READE, RICHARD LOVETT, Sale, Chester Aug 18 Bowden & Widdowson, Manchester
RICHARDSON, THOMAS, Cleator Moor, Cumberland, Draper July 28 Howson & Co, Whitehaven
RICHARDSON, MARY ANN, Cleator Moor, Cumberland July 28 Howson & Co, Whitehaven
SKIPTON, STACY CHARLES, Salisbury Aug 1 Hall, West Smithfield
SLATER, ROBERT, Swanage July 31 Lt-Col Slater, Waverley, Swanage
SOLEY, HANNAH, Worcester Aug 3 Campbell & Garrard, Worcester
SOUVESTRE, MARIE CLAIRE, Southfields, Surrey Aug 15 J & M Solomon, Finsbury pavement
SUTTON, HENRY, Palmerston cres, Palmers Green July 31 Mills & Co, Finsbury sq
VAUGHAN, Sir JAMES, Gloucester ter, Hyde pk, JP Aug 1 Lawrence & Co, New sq, Lincoln's inn
WALCOT, OWEN CHARLES BAMFYLDE DASHWOOD, South Mundham, Sussex Aug 1 Salt & Sons, Shrewsbury
WEBB, CATHERINE, Small Heath, Birmingham July 30 Robinson, Birmingham
WELLS, JOSEPH, Birmingham July 28 Chinn & Nichols, Birmingham
WILSON, ALFRED HARRY, Brondesbury pk, Kilburn July 31 McMillan & Mott, Clement's in
WORDINGHAM, ELIZABETH, Stiffkey, Norfolk July 7 Loynes & Son, Wells, Norfolk

London Gazette.—TUESDAY, July 3.

ADAMSON, WILLIAM, Kingston upon Thames July 31 Durham & Co, Kingston upon Thames
BENNETT, HELEN, Ipswich July 31 Long & Casley, Ipswich
BROOKSHAW, JOSEPH, Eccles, Lancs, Shipper Sept 3 Claye & Son, Manchester
DAVISON, SARAH, Sunderland July 31 Graham & Co, Sunderland
ETCHES, MARIA ELIZABETH, Long Buckby, Northampton Aug 7 Brooks & Heller, Upper Thames st
FRENCH, JOSEPH HANDS, Hooley Hill, Lancs, Leather Dresser Aug 7 Woolfenden, Denton, nr Manchester
GABBUTT, THOMAS, Newton, York, Yeoman Aug 14 Crombie & Sons, York
GOODMAN, MARK, Sutherland av, Maida Vale Aug 15 Herbert, Cork st
HARRISON, JAMES, Rackheath, Norfolk, Boot Maker July 31 Daynes, Norwich
HINDON, MARY ELIZABETH, Bournemouth Aug 4 Preston & Francis, Bournemouth
HIRST, CHARLOTTE, Meltham, nr Huddersfield Aug 4 Ramsden & Co, Huddersfield
HOLLIS, LOIS, Oldbury, Worcester, Licensed Victualler Aug 11 Wright & Hollins, Oldbury
KING, MARY, Lymm, Chester Aug 1 King & Sharman, March Cambridge
KITCH, WILLIAM, Bristol Aug 11 Wilson & Co, Copthall bldgs
MARSDEN, WILLIAM HENRY, Radcliffe, Lancs, Time Keeper Aug 28 Dyke, Duchy of Lancaster Office
MARSHALL, ANN, Bradford July 31 Beldon & Ackroyd, Bradford
MURDOCH, JANET, Tunbridge Wells Aug 15 Hilis, King's Bench walk
MYERS, GEORGE THOMPSON, Hatton gdn, Railway Agent July 31 Mercer, Chancery ln
NAYLOR, DAVID, Southowram, nr Halifax, Stone Dresser July 27 Humphreys & Co, Halifax
NELSON, FRANCIS, Horkstow, Lincoln, Farmer Aug 1 Goy & Co, Barton on Humber
NIXON, JOSEPH, Torquay Aug 10 Merriman & Co, King's Bench walk
OWEN, JOHN, Bethesda, Carnarvon, Quarryman July 21 Davies, Bethesda
PHELPS, THOMAS HERBERT, Willowbank, Limerick, Ireland July 31 Gascoigne & Co, Essex st, Strand
RAYNER, LLOYD, Kentmere, Cumberland July 31 Evans & Co, Liverpool
ROBERTSON, HENRY JAMES, Mincing ln Aug 4 Cann & Son, Gracechurch st
SHARP, MARY ANN, Gt Salkeld, Cumberland July 15 Richardson, Penrith
SKELLY, FRANCIS, Bournemouth Aug 11 Neill & Holland, Bradford
STRACHAN, Right Rev JOHN MILLER, DD, Montford, nr Burnley Aug 31 Southern & Fullalove, Burnley
TENNANT, RICHARD, Stoke upon Trent July 30 Holtom, Stoke upon Trent
TENNANT, WILLIAM, sen, California Fenton, Stafford July 30 Holtom, Stoke upon Trent
THACKER, FREDERICK WILLIAM, East Ham, Essex Aug 1 Jennings & Co, Leadenhall st
UPPERTON, ANN, Knaphill, Surrey July 25 Fuller, Coleman st
WATKINS, WILLIAM, Ashleigh, Swansea, Surveyor Aug 6 Hartland & Co, Swansea
WHITEHOUSE, JOHN, Sedgley, Stafford July 28 Bound, Tipton
WIGGLESWORTH, ELIZABETH JANE, Thirsk, York Aug 1 Richardson & French, Thirsk
WISEMAN, ANNA MARIA, Brightlingsea, Essex Aug 12 Elwes & Co, Colchester

London Gazette.—FRIDAY, July 6.

AIKMAN, EMMA HAWORTH, Crumpsall, Lancs Aug 7 Boote & Co, Manchester
ANDREWS, THOMAS, Stonehouse, Glos July 23 Norris, Stroud
APPLETON, THOMAS, Worcester Aug 1 Marcy & Co, Bewdley
BENJAMIN, LAZARUS, Aberdare gdns, Hampstead Aug 14 Joseph, Fore st, Moorgate st
BERESFORD, SUSANNAH, Leyionstone Aug 3 Smith, Fenchurch bldgs
BLOCK, GEORGE, Brighton Aug 8 Adams, Victoria st
BRETHERTON, CHARLES VAUGHAN, Surbiton, Electrical Engineer July 16 Watkin & Co, King William st
BROWN, Sir WILLIAM RICHMOND, Astrop, Northampton Sept 1 Withers & Co, Arundel st, Northampton
BYTHELL, JANE, Ford, Salop Aug 11 Salt & Sons, Shrewsbury
CHESHIRE, ARTHUR CHARLES, Alcester Lanes End, King's Heath, Worcester, Cattle Dealer Aug 1 Harding & Son, Birmingham
CLESOWICH, ABRAHAM LEWIS, Farleigh rd, Stoke Newington Aug 7 Myers, Wormwood st, Old Broad st
DANSEY, SARAH JANE THIELCKE, Lindisfarne, Melcombe Regis, Dorset July 31 Andrews & Co, Weymouth
DAEY, JOHN, Sevenoaks July 26 Knocker & Co, Sevenoaks
ELLIS, FREDERICK, Lymington Aug 1 Hooper & Whately, Lincoln's inn fields
FARMER, CATHERINE, Haymarket, Licensed Victualler Aug 8 Adams, Victoria st
FITTON, EMMA, Mossley, Lancs, Draper July 31 Hyde, Mossley
FORTUNE, SARAH, Bradford Aug 7 Bearder, Bradford
GRIFFITH, RICHARD WILLIAM SMITH, Fritham, Lyndhurst Aug 31 Coxwell & Pope, Southampton
HALL, JAMES, Bamford, nr Rochdale Aug 20 Jacksons, Rochdale
HAM, SAMUEL, Felstead, nr Chelmsford, Cartage Contractor Aug 10 Mason, Eldon st, Finsbury
HAWES, SARAH, Herne Bay, Kent Aug 12 Pakeman & Read, Ironmonger ln
HOBBING, ELIZA, Boscombe, nr Bournemouth Aug 1 Hobbing & Co, Worksop
HOGAN, ELIZA, Chippenham rd, Bayswater Aug 4 Stephens, Marlows rd
HORNE, ELLEN, Scarborough Aug 18 Turnbull & Son, Scarborough
HURT, WILLIAM, Egham, Plasterer Aug 4 Phillips & Ford, Windsor
LEWIS, Rev JAMES DAWSON, Trowell Rectory, Notts Aug 7 Ransom & Hutton, Nottingham
MASSINGHAM, RIPPS, Halesworth, Suffolk, Butcher Aug 1 Herbert Spencer Rabett Stanford, Halesworth, Suffolk
MOLLIS, Rev MATTHEW LEVI, Anfield, Liverpool Aug 25 Hadfield & Co, Manchester
MUNN, Rev GEORGE SHAW, Cirencester Aug 6 Hyde & Sons, Worcester
ORMSON, ANN, Sutton Weaver, Chester, Grocer July 23 Linaker & Linaker, Runcorn
PEARSON, HENRY, Streatham Aug 7 Betteley, Surrey st, Victoria embankment
PRENTICE, FRANK LYNTON, Milstead, Sittingbourne Aug 10 Mayo & Co, Drapers' gdns
ROBERTS, JOHN, Liverpool Aug 17 Gair & Roberts, Liverpool
ROBINSON, CAROLINE, Birmingham Aug 11 Linnell & Linnell, Manchester
RUSSELL, NANCY, Melcombe Regis, Dorset July 21 Andrews & Co, Weymouth
SALLAWAY, WILLIAM, Edmunds ter, Regent's Park Aug 21 Saxton & Morgan, Somerset st, Portman sq
SANT, THOMAS, Frodsham, Saddler July 23 Linkaker & Linaker, Runcorn
SCOTT, SARAH, Urmston, Lancs Aug 10 Barlow & Thistlethwaite, Manchester
SHACKLOCK, WILLIAM, Mansfield, Notts Aug 11 Jones & Middleton, Chesterfield
SHEWELL, MARGARET ALLPOAT, Hanley Swan, Worcester Aug 13 Quarrell, Worcester
SINGLETON, JOSEPH, Holloway rd Aug 31 Brown & Co, Finsbury pvmt
SPIVEY, GEORGE, Almondbury, Huddersfield July 31 Armitage & Co, Huddersfield
STEVENS, MARY ANN, Aylesbury, Bucks Aug 1 Horwood & James, Aylesbury
TUNNICLIFFE, ELIZABETH MAUD, Patricroft, Manchester Aug 13 Jones-Lloyd, Barry Dock
WALKER, ALEXANDER, Woolwich, Bootmaker Aug 3 Hughes, Woolwich
WALL, GEORGE HENRY, Upper Tulse Hill, Engineer Aug 13 Wills & Watts, Doctor's Commons
WARRISS, GEORGE, Sheffield Sept 1 Clegg & Sons, Sheffield
WEBB, FRANCIS WILLIAM, Bournemouth, Civil Engineer Aug 18 Hill, Crewe
WHITAKER, SAMUEL, Southowram, Halifax Sept 1 Furniss & Co, Brighouse
WILLIAMS, JULIA ANNA, Bath Aug 24 Stone & Co, Bath
WILLIAMS, WILLIAM, Bath Aug 24 Stone & Co, Bath
WYATT, WILLIAM, Brixham, Devon, Builder July 28 Parsons, Brixham

London Gazette.—TUESDAY, July 10.

ATKEY, JOSEPH HENRY, West Cowes, I of W, Yacht Fitter Aug 18 Lowless & Co, Gt St Helens
BEADLE, HENRY, Benthal rd, Stoke Newington, Master Mariner Aug 7 Gasquet & Co, Gt Tower st
BEVERLY, FANNY, Margate Sept 30 B T Pratt, JP, Newark on Trent
BISHOP, WALTER HARRY, St James's ct Aug 14 Woosnam & Smith, Chancery ln
BLYTON, JANE, Swinderby, Lincs Aug 11 Andrew & Thompson, Lincoln
BOTTRILL, WILLIAM, Guilsborough, Northampton Aug 4 Daniell & Price, Northampton
BOYLE, JAMES, East Dulwich grove, East Dulwich Sept 1 Barber & Son, Fen ct
BOYDELL, JESSE, Hale, Chester Aug 20 March & Co, Manchester
BRABAZON, HERCULES BRABAZON, Battle, Sussex Aug 6 Thorold & Co, Regent st
BROOME, FREDERICK JOHN, Sale, Chester Aug 14 Potter, Manchester
BRYER, GEORGE, Markeaton Park Farm, nr Derby, Farmer Aug 31 Taylor & Co, Derby
CARPENDALE, MARY, Ivetsey Bank, Staffs Aug 11 Fisher & Hodges, Newport, Salop
CHAPMAN, JOHN JOSEPH, St Quintin av Sept 1 Whitelock & Storr, Chancery ln Station chmbrs
CLEBURNE, ELIZABETH, Horfield, Bristol Aug 1 Madden, Bristol
DENT, FREDERICK FULLERTON DALLAS, Wood Green, Commercial Traveller Aug 11 Davies, Moorgate st
DURRANT, THOMAS STEEL, Rotherhithe st, Rotherhithe, Builder Aug 31 Millar & Son, St Thomas st, London Bridge
ELMSLIE, LOUISA BECHER, Hove, Sussex Aug 15 Griffith & Co, Old Steyne, Brighton
ENGLEDUE, Col WILLIAM JOHN, Tavistock Aug 31 Ingle & Co, New Broad st
FELLOWES, GERTRUDE CHARLOTTE, Bryanston sq Aug 6 Thorold & Co, Regent st
FORDE, ARTHUR KNOX, Wimbledon Sept 14 Clarkson & Co, Lime st
GILLETT, WILLIAM, Bristol, Plumber Sept 1 Strickland & Fletcher, Bristol
GREGG, WILLIAM, Liverpool, Team Owner Aug 7 Lee, Liverpool
HERON, SARAH ANN, Worthing Sept 1 Whatley & Son, Lincoln's inn fields
HITCHINGS, ELLEN JANE, Wargrave, Berks Aug 6 Thorold & Co, Regent st
HODGKINSON, PETER, Cronton, Lancs Aug 13 Tyrer, Prescot, Lancs
HODGSON, WILLIAM, Hotbeck, Yorks, Farmer Aug 21 Gilfoy, Hull
HOLLANDER, JOHANNES CHRISTIAN, Copthall av Aug 3 Enever, New Broad st
HOWE, CHARLOTTE CALDWELL, Shanklin, I of W Aug 14 Saules, Hove
HUNTER, CHRISTINA, Southport Aug 11 Worden & Ashington, Southport
JONES, SOPHIA, Balham Aug 11 Cann & Son, Gracechurch st
KENRY, LOUISE, Wolverhampton Aug 6 Cooke & Sons, Luton
KIRKLAND, JAMES, Buxton, Merchant Aug 1 Shipton, Buxton
LEA, MARY JANE, Worcester Sept 1 Mitchell, Birmingham
LLOYD, MARY, St Stephen's rd, Bayswater Aug 14 Daniel & Glover, Gt Winchester st
LOFTHOUSE, JESSIE, Kingston upon Hull Aug 15 Manley, Hull
MEADOWCROFT, FREDERICK, Cambridge Aug 6 Frost & Co, Leadenhall st
MOLESWORTH, Rev SAMUEL VISCOUNT, Bath Aug 15 Freeman & Son, George st, Hanover sq
MORRIS, ANN, Ludgvan, Cornwall Aug 14 Hill, Penzance
PARSONS, FRANCIS JOHN CRANE, Bridgwater, Surgeon Aug 1 Watson, Bridgwater
PEARSE, WILLIAM TALBOT, Cullompton, Devon Aug 21 Allen & Son, Carlisle st, Soho sq
PENHEY, FREDERICK THOMAS, Kingston on Thames Aug 8 Sherrard & Sons, Gresham st
PENNA, EMMA, Hendra Goth, Perranzabuloe, Cornwall July 31 Hancock, Truro
PICKFORD, SOPHY EMILY HANNAH, Kew gardens Aug 16 Crosse & Sons, Lancaster pl, Strand
PLUMMER, JOHN GANTLETT, Chirton, Wilts, Aug 20 Mullins & Co, Cirencester
PURRELL, ELIZABETH COOK, Tebworth, Chalgrave, Beds Sept 5 Newton & Calcott, Leighton Buzzard
REED, CHARLES HOLLOWAY, Sunderland, Iron Manufacturer Aug 11 Gales & Boulton Sunderland
REYNOLDS, MARY, Moseley, Worcester Aug 9 Cottrell & Son, Birmingham
ROY, WILLIAM, Waterhead, Oldham Aug 20 Rowbotham, Oldham
ROYCE, MARY ANNE, Lowden rd, Herne Hill Aug 17 Mowll & Mowll, Dover
SPENCER, MARTHA, Birkdale, Lancs Aug 8 Goulty & Goodfellow, Manchester
STONE, WILLIAM STEPHEN, Teddington Aug 16 Matthews & Co, Cannon st
THYNNE, MARY ISABELLA EMMA, Northumberland st, Baker st Aug 7 Sandars & Harding, Lincoln's inn fields
VARDEN, JOHN, Yarmouth, Norfolk Aug 6 Greene & Underhill, Bedford row
WALDEGRAVE, Rt Hon MARY, Southborough, Tunbridge Wells Aug 6 Thorold & Co Regent st
WATTS, THOMAS, Southsea July 31 Sherwin, Portsmouth
WEBB, ALBERT, Chellaston, Derby, Licensed Victualler Sept 30 Eddowes & Sons, Derby

Bankruptcy Notices.

London Gazette.—FRIDAY, July 6.

RECEIVING ORDERS.

ABRAHAMS, I, The Broadway, London Fields, General Draper High Court Pet June 21 Ord July 3
ASHFORD, MARK, Colebrook row, Islington High Court Pet June 15 Ord July 3
BOND, HENRY ELIJAH, Leyton, Coal Merchant High Court Pet June 11 Ord July 3
BRENAN, THOMAS, Thavies inn, Holborn circus, Watch Importer High Court Pet May 11 Ord July 3
BYRON, JAMES, Liscard, Cheshire, Chandler Birkenhead Pet July 2 Ord July 2
CHAPMAN, GERARD DAVID ERNLE, Sonning Reading Pet May 19 Ord July 2
COOK, THOMAS WILLIAM, Swinton, Lancs, Draper Salford Pet July 3 Ord July 3
DAVIS, DORA, Leeds, Slipper Manufacturer Leeds Pet July 3 Ord July 3
DEAS, WILLIAM PORTEOUS, Heworth, York, Mechanical Engineer York Pet July 3 Ord July 3
EDWARDS, HENRY, Walsoken, Norfolk, Tobacconist King's Lynn Pet July 2 Ord July 2
ELLIOT, BERTRAM NOWELL, Gillingham, Kent Rochester Pet May 15 Ord July 2
FLOWER, CHARLES GEORGE, Leonard st, Finsbury, Cabinet Manufacturer High Court Pet July 3 Ord July 3
FORSTER, JAMES, Alnwick, Northumberland, Antique Dealer Newcastle on Tyne Pet July 3 Ord July 3
FORSTER, MARY ANN, Alnwick, Northumberland, Tobacconist Newcastle on Tyne Pet July 3 Ord July 3
FUDGE, WALTER HENRY, and FRANK WILLIAM FUDGE, Staple Hill, Glos, Coachbuilders Bristol Pet July 4 Ord July 4
HARDMAN, JACOB, Patricroft, Eccles, Lancs, Butcher Salford Pet July 4 Ord July 4
HOLGATE, WILLIAM, Harrogate, Butcher York Pet June 8 Ord July 3
KETTLEBOROUGH, FRED REAR, Bolsover, Derby, Saddler Chesterfield Pet July 4 Ord July 4
LANE, GEORGE JAMES BASSETT, Marston, nr Frome, Somerset, Insurance Agent Frome Pet July 2 Ord July 2
LIGHTBURN, THOMAS RICHARD, and WILLIAM LIGHTBURN, Long Benton, Northumberland, Builders Newcastle on Tyne Pet July 2 Ord July 2

LLOYD, EDWARD MORGAN, Swansea, Tobacco Dealer Swansea Pet June 19 Ord July 3
MORRIS, EDWARD JOHN, Welshpool, Montgomery, Grocer Newtown Pet July 2 Ord July 2
MORRIS, JOSEPH, Plymouth, Auctioneer Plymouth Pet July 2 Ord July 2
MUDD, PHILIP HICKS, Chichester, Sussex, Schoolmaster Brighton Pet July 2 Ord July 2
NORRS, ARTHUR RICHARD, Kirkley, Suffolk, Carter Gt Yarmouth Pet July 2 Ord July 2
ORMEROD, JAMES NUTTALL, Chesterfield, Leather Currier Chesterfield Pet July 3 Ord July 3
PAINE, WILLIAM ALFRED, Hastings, Fruit Salesman Hastings Pet July 4 Ord July 4
PALMER, CHARLES ALFRED, Catford, Sign Writer Greenwich Pet July 3 Ord July 3
PARKER, CHRISTOPHER PHILIPSON, Whitley Bay, Northumberland, Fancy Draper Newcastle on Tyne Pet July 4 Ord July 4
PEARCE, JAMES, Archer st, Notting Hill, Public house Manager High Court Pet July 2 Ord July 2
PICKERING, AARON, Syston, Leicester, Picture Dealer Leicester Pet July 4 Ord July 4
REEVE, WILLIAM THOMAS, Oxford Oxford Pet June 19 Ord July 2
RODICK, REBECCA LOUISE CATHARINE, Liverpool, Lodging house Proprietor Liverpool Pet July 4 Ord July 4
SEABROOK, JOSEPH, Reading, Poulterer Reading Pet July 2 Ord July 2
SEAGER, THOMAS, Pulborough, Farmer Brighton Pet June 19 Ord July 2
WHISTON, THOMAS PHILIP, Southampton, Hairdresser Southampton Pet July 2 Ord July 2
WILLAN, GEORGE, Shipley, Yorks, Commercial Traveller Bradford Pet July 4 Ord July 4
WILLIAMS, THOMAS EDWARD, Horfield, Bristol, Haulier Bristol Pet July 3 Ord July 3
WRIGHT, ARTHUR, Gt Yarmouth, Carpenter Gt Yarmouth Pet July 4 Ord July 4
WYATT, JOHN, Bicknacre, nr Chelmsford, Box Manufacturer Chelmsford Pet June 9 Ord July 2

FIRST MEETINGS.

ABRAHAMS, I, The Broadway, London Fields, General Draper July 16 at 11 Bankruptcy bldgs, Carey st
ASHFORD, MARK, Colekrook row, Islington July 17 at 1 Bankruptcy bldgs, Carey st
BATCHELOR, EUGENE, Southampton, Fish Merchant July 16 at 2.30 Midland Bank chmbrs, High st, Southampton
BOND, HENRY ELIJAH, Leyton, Coal Merchant July 16 at 12 Bankruptcy bldgs, Carey st
BRENAN, THOMAS, Thavies inn, Holborn circus, Watch Importer July 19 at 11 Bankruptcy bldgs, Carey st
CHESHIRE, FREDERICK WILLIAM, Walsall, Grocer July 18 at 11.30 Off Rec, Wolverhampton
CURWAIN, FREDERICK, Huntingdon, Jeweller July 20 at 11.40 The Law Courts, Peterborough
DAVIS, DORA, Leeds, Slipper Manufacturer July 16 at 11 Off Rec, 22, Park row, Leeds
DEAS, WILLIAM PORTEOUS, York, Mechanical Engineer July 19 at 3 Off Rec, The Red House, Duncombe pl, York
DRING, JAMES, Gt Hale, Lincs, Blacksmith July 16 at 12.15 Off Rec, 4 and 6, West st, Boston
ELLIOT, BERTRAM NOWELL, Gillingham, Kent July 16 at 11.30 115, High st, Rochester
FLOWER, CHARLES GEORGE, Leonard st, Finsbury, Cabinet Manufacturer July 17 at 11 Bankruptcy bldgs, Carey st
FORSTER, JAMES, Alnwick, Northumberland, Antique Dealer July 16 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
FORSTER, MARY ANN, Alnwick, Northumberland, Tobacconist July 16 at 11.15 Off Rec, 30, Mosley st, Newcastle on Tyne
HINCHLIFFE, JAMES FRED, Penistone, Joiner July 18 at 10.15 Off Rec, 7, Regent st, Barnsley
HOLGATE, WILLIAM, Harrogate, Butcher July 19 at 10.30 Off Rec, The Red House, Duncombe pl, York
JEFFERY, STANLEY, Ipswich July 18 at 11 Off Rec, 36, Princes st, Ipswich
JENKINS, MELANCTHAN, Port Talbot, Glam, Contractor July 17 at 12 Off Rec, 31, Alexandra rd, Swansea
LATHAM, THOMAS WILLIAM, Wolverhampton, Wood Turner July 18 at 11 Off Rec, Wolverhampton
LIGHTBURN, THOMAS RICHARD, and WILLIAM LIGHTBURN, Long Benton, Northumberland, Builders July 16 at 11.45 Off Rec, 30, Mosley st, Newcastle on Tyne
LLOYD, EDWARD MORGAN, Swansea, Tobacco Dealer July 14 at 12 Off Rec, 31, Alexandra rd, Swansea
MYERS, FREDERICK, Runcorn, Cheshire, Ship Chandler July 14 at 11 Off Rec, Byrom st, Manchester
PAINE, WILLIAM ALFRED, Hastings, Fruit Salesman July 17 at 3 County Court Office, 24, Cambridge rd, Hastings
PEARCE, JAMES, Archer st, Notting hill, Public house Manager July 16 at 12 Bankruptcy bldgs, Carey st
PINCKNEY, ALFRED ABBOTT, Southend on Sea, Photographic View Publisher July 16 at 3 Bankruptcy bldgs, Carey st
PIPE, MARGARET JANE FENWICK, Walthamstow, House Furnisher July 16 at 11 Bankruptcy bldgs, Carey st
RAVENSDALE, JOHN, Chesterfield, Pork Butcher's Manager July 17 at 3 Off Rec, 47, Full st, Derby
RIDGWAY, THOMAS, Lichfield, Builder July 18 at 12 Off Rec, Wolverhampton
ROE, EDITH ANNIE, Lincoln July 17 at 10.30 Shirehall, Sedford
ROBINSON, HENRY, Wolverhampton, Yeast Merchant July 18at 10.30 Off Rec, Wolverhampton
SUMBERG, SAMUEL Hanley, Staffs, Clothier July 16 at 3 Off Rec, King st, Newcastle, Staffs
TATTERSALL, WILLIAM, Bradford, Mechanical Engineer July 16 at 3 Off Rec, 29, Tyrrel st, Bradford
TOYOSHIMA, THOMAS, Moss Side, Manchester, Foreign Correspondent July 14 at 11.30 Off Rec, Byrom st, Manchester
VINEY, JOHN, Halifax, Painter July 16 at 12 Off Rec, Town Hall chmbrs, Halifax
WHISTON, THOMAS PHILIP, Southampton, Hairdresser July 16 at 3.15 Midland Bank chmbrs, High st, Southampton
WILLAN, GEORGE, Shipley, Yorks, Commercial Traveller July 17 at 3 Off Rec, 29, Tyrrel st, Manchester

ADJUDICATIONS.

ANDERSON, JOHN EDWIN, Hale Lodge, Edgware, Florist Barnet Pet Feb 12 Ord June 28
BAKER, THOMAS HENRY, Manchester, Boots York Pet June 8 Ord July 3
BUTCHER, CHARLES, Surbiton Kingston, Surrey Pet March 24 Ord July 3
BYROM, JAMES, Liscard, Cheshire, Chandler Birkenhead Pet July 2 Ord July 2
CAWTHORN, SAMUEL, New London st, Ship Agent High Court Pet May 23 Ord July 3
COOK, THOMAS WILLIAM, Swinton, Lancs, Draper Salford Pet July 3 Ord July 3
CROUCH, GEORGE, Hockley, Birmingham, Builder Birmingham Pet May 15 Ord July 3
DAVIS, DORA, Leeds, Slipper Manufacturer Leeds Pet July 3 Ord July 3
DEAS, WILLIAM PORTEOUS, Heworth, York, Mechanical Engineer York Pet July 3 Ord July 3
DOGGETT, MONTAGUE, Palace rd, Streatham Hill, Leather Merchant High Court Pet June 19 Ord July 4
DREDGE, ISABEL JANE, Croydon, Licensed Victualler Croydon Pet May 31 Ord July 4
ELLIOTT, F, Tamworth, Staffs, Builder Birmingham Pet May 21 Ord July 2
EDWARDS, HENRY, Walsoken, Norfolk, Tobacconist King's Lynn Pet July 2 Ord July 2
EDWARDS, MABEL, Boscombe, Bournemouth, Lodging house Keeper Poole Pet May 26 Ord June 30
FORSTER, JAMES, Alnwick, Northumberland, Antique Dealer Newcastle on Tyne Pet July 3 Ord July 4
FORSTER, MARY ANN, Alnwick, Northumberland, Tobacconist Newcastle on Tyne Pet July 3 Ord July 4
HARDMAN, JACOB, Patricroft, Eccles, Lancs, Butcher Salford Pet July 4 Ord July 4
HEGGIE, WILLIAM, Weaste, Salford, Painter Salford Pet June 15 Ord July 2
JUDD, FREDERICK EDGAR, St Andrew's hill, Doctors' Commons, Advertising Agent High Court Pet May 29 Ord July 3
KETTLEBOROUGH, FRED REAR, Bolsover, Derby, Saddler Chesterfield Pet July 4 Ord July 4
LANE, GEORGE JAMES BARRETT, Smethwick, Marston, nr Frome, Somerset, Insurance Agent Frome Pet July 2 Ord July 2
LLOYD, EDWARD MORGAN, Swansea, Tobacco Dealer Swansea Pet June 19 Ord July 4
LUCIUS, HERMANN, and GEORGE WORSLEY, Oldham, Lancs, Builders Oldham Pet May 24 Ord June 29
MORRIS, EDWARD JOHN, Welshpool, Montgomery, Grocer Newtown Pet July 2 Ord July 2
MORRIS, JOSEPH, Plymouth, Auctioneer Plymouth Pet July 2 Ord July 2
MOSS, JOSEPH, Camomile st, Japan Merchant High Court Pet May 25 Ord July 4
MUDD, PHILIP HICKS, Chichester, Schoolmaster Brighton Pet July 2 Ord July 2
NORRS, ARTHUR RICHARD, Kirkley, Suffolk, Carter Gt Yarmouth Pet July 2 Ord July 2
ORMEROD, JAMES NUTTALL, Chesterfield, Leather Currier Chesterfield Pet July 3 Ord July 3
PAINE, WILLIAM ALFRED, Hastings, Fruit Salesman Hastings Pet July 4 Ord July 4
PALMER, CHARLES ALFRED, Catford, Sign Writer Greenwich Pet July 3 Ord July 3
PEARCE, JAMES, Archer st, Notting hill, Public house Manager High Court Pet July 2 Ord July 2
PICKERING, AARON, Syston, Leicester, Picture Dealer Leicester Pet July 4 Ord July 4
ROBERTS, HENRY JOHN, Waterloo, Lancs, Tobacco Dealer Liverpool Pet May 5 Ord July 3
RODICK, REBECCA LOUISE CATHERINE, Liverpool, Lodging house Proprietor Liverpool Pet July 4 Ord July 4
SEABROOK, JOSEPH, Reading, Poulterer Reading Pet July 2 Ord July 2
SIMONS, FREDERICK ARTHUR, Gravelly Hill, Warwick, Builders' Merchant Birmingham Pet June 16 Ord July 3
SUMBERG, SAMUEL, Hanley, Staffs, Clothier Hanley Pet May 15 Ord July 2
TOZER, ERNEST WALTER, Edmonton, Tailor Edmonton Pet May 19 Ord June 23
WILLAN, GEORGE, Shipley, Yorks, Commercial Traveller Bradford Pet July 4 Ord July 4
WILLIAMS, THOMAS EDWARD, Horfield, Bristol, Haulier Bristol Pet July 3 Ord July 3

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

PENNELL, VANE HUNGERFORD, 4a, Napier av, Fulham High Court Rec Ord Aug 16, 1905 Adjud Sept 16, 1905 Rese and Annul July 4